

FILED
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WWR Ref. No. 06562552

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS (Eastern Division)MAR 12 2008
MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT
MAR 12 2008ADVANCE PAYROLL FUNDING, LTD.,
3401 Enterprise Parkway 5th Floor,
Cleveland, Ohio 44122,

Plaintiff,

DURACO PRODUCTS, INC.,
dba DURACO PLASTICS,
c/o agent C T Corporation System,
208 S. LaSalle Street, Suite 814,
Chicago, IL 60604,

Defendant.

CASE NO. 08 C 1072

JUDGE MILTON I. SHADUR
MAG. JUDGE ARLANDER KEYSFIRST AMENDED COMPLAINT

Jury Demand Endorsed Hereon

Plaintiff, Advance Payroll Funding, Ltd. (hereinafter "Advance Payroll"), for its First Amended Complaint against Defendant Duraco Products, Inc. dba Duraco Plastics (hereinafter "Duraco Products"), states as follows:

INTRODUCTION

This is an action for money owed to Advance Payroll by Duraco Products, under a Factoring and Security Agreement (hereinafter "Agreement") with Eagle Personnel, Inc. (hereinafter "Eagle Personnel"), for temporary staffing provided by Eagle Personnel to Duraco Products. Advance Payroll's claims against Duraco Products include an action on account stated, quantum meruit, and an action on a bad check pursuant to 810 ILCS 5/3-101 et seq.

PARTIES

1. Plaintiff, Advance Payroll, is an Ohio Domestic Limited Liability Company whose principal place of business is 3401 Enterprise Parkway, 5th Floor, Cleveland, Ohio 44122. Advance Payroll is in the business of providing payroll funding and accounts receivable management services to temporary staffing businesses. Advance Payroll was the "Purchaser" of Eagle Personnel's accounts receivable under the Agreement, which is attached hereto as Exhibit A.

2. Advance Payroll is wholly owned by Advance Temporary Help Service, Inc., which is an Ohio corporation, with a principal place of business 3401 Enterprise Parkway, 5th Floor, Cleveland, Ohio 44122, and which was incorporated in the State of Ohio on December 23, 2003.

3. Non-party Eagle Personnel is an Illinois Corporation whose principal place of business is 6206 Southridge Drive, Plainfield, Illinois 60586. Eagle Personnel is in the business of providing temporary staffing to other businesses. Eagle Personnel is the "Seller" of its accounts receivable to Advance Payroll under the Agreement.

4. Defendant, Duraco Products, is an Illinois Corporation whose principal place of business is 1109 East Lake Street, Streamwood, IL 60107-4395. Duraco Products is in the business of manufacturing and selling planters, bird feeders and other garden decor products. At all times pertinent hereto, Duraco Products was a customer and account debtor of Eagle Personnel, and received temporary staffing from Eagle Personnel, and is a "Payor" under the Agreement.

JURISDICTION

5. This Court has jurisdiction over this matter pursuant to the provisions of 28 U.S.C. §1332(a)(1) and (2) because complete diversity of citizenship exists between the parties, as both Advance Payroll and its sole owner, Advance Temporary Help Service, Inc., are citizens of Ohio and Duraco Products is a citizen of Illinois.

6. The amount in controversy exceeds the sum or value of Seventy Five Thousand Dollars and no cents (\$75,000.00) exclusive of court costs and interest, and is between citizens of two different states.

7. Venue is proper in this Court pursuant to 28 U.S.C. §1331(a)(2) in that a substantial portion of the activity which is the subject of this action occurred in this judicial district.

8. Venue is also proper in this Court pursuant to 28 USC §1331(a)(1) because complete diversity of citizenship exists between the parties as above mentioned.

FACTUAL BACKGROUND

9. On or about August 31, 2007, Eagle Personnel entered into the Agreement with Advance Payroll.

10. Under the Agreement, Advance Payroll purchased the accounts receivable of Eagle Personnel. In this regard, the Agreement provides:

2. Sale; Purchase Price; Billing

2.1 Assignment and Sale

2.1.1 Seller [Eagle Personnel] shall offer to sell exclusively to Purchaser [Advance Payroll] as absolute owner, with full recourse, all of Seller's Accounts and list same from time to time on Seller's Schedules of Accounts.

2.1.2 Each Schedule of Accounts shall be accompanied by such documentation supporting and evidencing the Account, as Purchaser shall from time to time request.

2.1.3 Purchaser may, but need not purchase from Seller such Accounts as Purchaser determines to be Eligible Accounts.

2.1.4 Purchaser shall pay the Purchase Price less the Reserve amount, of any Purchased Account, less any amounts due to Purchaser from Seller, including, without limitations, any amounts due to or on behalf of Seller under Section 3.1 hereof or pursuant to the "Services Exhibit" attached hereto, whereupon the Accounts shall be deemed purchased hereunder.

2.2 Billing. Purchaser may send a monthly statement to all Payors itemizing their account activity during the preceding billing period and in order to notify said Payors of the proper remittance location. Purchaser may send additional notices as deemed necessary at Purchaser's discretion. All Payors will be instructed to make payments to Purchaser with remittance advice to "Receivables Management Company for the benefit of Eagle Personnel, Inc." and sent to PO Box 931974, Cleveland, Ohio 44193. Further, all invoices issued by Eagle Personnel, Inc. shall include the following statement:

This account receivable has been assigned to and is owned by or subject to a security interest of Advance Payroll Funding LTD. and is payable only in United States Dollars. All payments shall be made payable to Receivables management company F/B/O Eagle Personnel, Inc. and sent to Post Office Box 931974 Cleveland, Ohio 44193.

11. Under the Agreement, Advance Payroll contracted the right to collect Eagle Personnel's accounts receivable from its account debtors. In this regard, the Agreement provides in pertinent part:

10. Authorization to Purchaser

10.1 Seller irrevocably authorizes Purchaser at Seller's expense, to exercise at any time any of the following powers until all of the Obligations have been paid in full:

* * *

10.1.2 Take or bring, in the name of Purchaser or Seller, all steps, actions, suits or proceedings deemed by Purchaser necessary or desirable to effect collection of or other realization upon Purchaser's Accounts.

12. From September 17, 2007 to December 23, 2007, Eagle Personnel provided Duraco Products with temporary staffing.

13. From October 3, 2007 to December 26, 2007, Eagle Personnel issued to Duraco Products fourteen (14) Labor Invoices for the above-stated temporary staffing. Authentic duplicates of the Labor Invoices are attached hereto as Exhibit B1 to B14.

14. Pursuant to the Labor Invoices attached hereto as Exhibit B1 to B14, such Invoices required payment within thirty (30) days after receipt of the same.

15. On December 21, 2007, Henry W. Gory, Controller and a duly authorized representative of Duraco Products, sent a correspondence to Al Garza at Eagle Personnel, verifying the unpaid balance of its account in the amount of \$453,202.41 as of December 21, 2007, and stating that checks for \$45,611.13 and \$47,275.87 would be paid on December 28, 2007, and that a check for \$48,620.45 would be paid on January 2, 2008. An authentic duplicate of the Correspondence of December 21, 2007 is attached hereto as Exhibit C.

16. Thereafter, checks for \$45,611.13¹ and \$47,275.87 were received from Duraco Products and applied to the Account by Advance Payroll.

17. On December 26, 2007, Eagle Personnel issued a Labor Invoice for \$26,849.10, bringing the Account to its current balance. See Exhibit B-14.

18. On January 4, 2008, Duraco Products sent to Advance Payroll a check for \$48,620.45. An authentic duplicate of this check is attached hereto as Exhibit E.

19. Advance Payroll deposited the check in an account at National City Bank.

20. On or about January 16, 2008, said check was returned to Advance Payroll, without payment, marked "Refer To Maker."

21. As of January 26, 2008, Duraco Products failed to timely pay invoices in the amount of \$387,064.51, on account with Eagle Personnel, for temporary staffing provided by Eagle Personnel to Duraco Products. An authentic duplicate of the Statement of Account is attached hereto as Exhibit F.

22. On February 1, 2008, Advance Payroll sent to Duraco Products a correspondence, demanding payment of \$387,064.51 owed on account for temporary staffing provided to Duraco Products by Eagle Personnel. An authentic duplicate of the Correspondence of February 1, 2008 is attached hereto as Exhibit G.

23. Duraco Products failed to respond to this demand letter, and previous requests by Advance Payroll for payment of \$387,064.51 on account with Eagle Personnel, for temporary staffing provided by Eagle Personnel to Duraco Products.

¹ On December 17, 2007, a check from Duraco Products for \$45,611.13 was returned by the bank, unpaid, and marked "Payment Stopped," and that check was subsequently re-issued by Duraco Products. An authentic duplicate of the returned check is attached hereto as Exhibit D.

24. Duraco Products has not disputed that temporary staffing was satisfactorily provided by Eagle Personnel in accordance with Duraco Products' requirements.

25. Duraco Products was provided with the Statement of Account, and retained the same beyond a reasonable time without objection, thereby constituting an acknowledgment and recognition of the correctness of the account.

COUNT ONE – ACTION ON ACCOUNT STATED

26. Advance Payroll hereby incorporates by reference the allegations contained in Paragraphs 1 through 25 of the Complaint as though set forth herein.

27. As of December 26, 2007, Duraco Products has failed to timely pay invoices in the amount of \$387,064.51, on account with Eagle Personnel, for temporary staffing provided by Eagle Personnel to Duraco Products. An authentic duplicate of the Statement of Account is attached hereto as Exhibit F.

28. The Statement of Account, attached hereto as Exhibit F, is kept in the regular course of business and is a true and accurate reflection of the services rendered and charges incurred therefore, which charges are unpaid by Duraco Products, for temporary staffing provided by Eagle Personnel to Duraco Products.

29. The aforementioned Account has been acknowledged by Duraco Products, in its letter of December 21, 2007, attached hereto as Exhibit C, and by subsequent payment by check of \$45,611.13 and \$47,275.87, which were received from Duraco Products and applied to the Account by Advance Payroll.

30. On February 1, 2008, Advance Payroll sent to Duraco Products a correspondence, demanding payment of \$387,064.51 owed on account for temporary

staffing provided to Duraco Products by Eagle Personnel. An authentic duplicate of the Correspondence of February 1, 2008 is attached hereto as Exhibit G.

31. Duraco Products failed to respond to this demand letter, and previous requests by Advance Payroll for payment of \$387,064.51 on account with Eagle Personnel, for temporary staffing provided by Eagle Personnel to Duraco Products.

32. Duraco Products was provided with the Statement of Account, and retained the same beyond a reasonable time without objection, thereby constituting an acknowledgment and recognition of the correctness of the account.

33. The Statement on Account represents an implied agreement between Advance Payroll and Duraco Products that the transactions stated therein are true and that the balance is correct, together with an implied promise by Duraco Products for the payment of such balance.

34. As a direct and proximate result of Duraco Product's failure to pay the Statement of Account, Advance Payroll has been damaged in the amount of \$387,064.51, plus interest, costs and attorney fees to the extent permitted by law.

COUNT TWO – QUANTUM MERUIT

35. Advance Payroll hereby incorporates by reference the allegations contained in Paragraphs 1 through 34 of the Complaint as though set forth herein.

36. At all relevant times, Eagle Personnel provided Duraco Products with temporary staffing, for which Advance Payroll has the contractual right of payment under a Factoring and Security Agreement.

37. Eagle Personnel provided Duraco Products with temporary staffing in the ordinary course of its business for profit, expecting payment for all services rendered.

38. Duraco Products accepted Eagle Personnel's services in the ordinary course of business under circumstances which would suggest that payment was expected therefore.

39. No contract exists between Duraco Products and Eagle Personnel, which would prescribe payment for these services, although reasonable business practice would dictate that such services be paid within thirty (30) days of invoicing.

40. Advance Payroll has contacted Duraco Products regarding its nonpayment for the above aforementioned temporary staffing, and requested payment.

41. Duraco Products has refused to pay the amount due and owing to Advance Payroll for temporary staffing provided by Eagle Personnel.

42. As a direct and proximate result of Duraco Products' failure to pay for the temporary staffing provided by Eagle Personnel, Duraco Products has been unjustly enriched, and Advance Payroll correspondingly damaged, in the amount of \$387,064.51, plus interest, costs and attorney fees to the extent permitted by law.

COUNT THREE – ACTION ON A BAD CHECK
(pursuant to 810 ILCS 5/3-101 et seq)

43. Advance Payroll hereby incorporates by reference the allegations contained in Paragraphs 1 through 42 of the Complaint as though set forth herein.

44. On January 4, 2008, Duraco Products sent to Advance Payroll a check for \$48,620.45.

45. Advance Payroll deposited the check in an account at National City Bank.

46. On or about January 16, 2008, said check was returned to Advance Payroll, without payment, marked "Refer To Maker." A copy of the returned check is attached hereto as Exhibit E.

47. Advance Payroll took the check attached hereto as Exhibit E, for value, in good faith, and was unaware of any claims or defenses to its entitlement to payment under the check, and thus is a holder in due course of the check.

48. As Advance Payroll took the check attached hereto as Exhibit E, for value, in good faith, and was unaware of any claims or defenses to its entitlement to payment under the check, and thus is a holder in due course of the check, it is entitled to the rights and remedies set forth in Article 3 of the UCC, as enacted in Illinois as 810 ILCS 5/3-101 et seq.

49. Pursuant to Article 3 of the UCC, as enacted in Illinois as 810 ILCS 5/3-101 et seq., as a result of the return of the check, without payment, marked "Refer to Maker," Advance Payroll is entitled to the face value of the check, as well as all costs and expenses including reasonable attorney's fees incurred by any person in connection with the collection of the amount for which such check, and interest

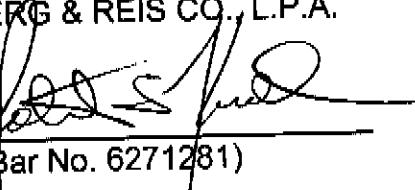
WHEREFORE, Plaintiff, Advance Payroll Funding, Ltd., requests this Court enter Judgment in its favor and against Defendant, Duraco Products, Inc. dba Duraco Plastics, in the amount \$387,064.51, plus interest, costs and attorney fees to the extent permitted by law, as to Counts One and Two of this First Amended Complaint.

Further, Plaintiff requests this Court enter Judgment in its favor and against Defendant, in the amount \$48,620.45, as well as all costs and expenses including reasonable attorney's fees incurred by any person in connection with the collection of the amount for which such check, and interest from January 16, 2008, as to Count Three of this First Amended Complaint.

Further, Plaintiff requests such further relief as this Court may deem just and equitable.

Respectfully submitted,

WELTMAN, WEINBERG & REIS CO., L.P.A.

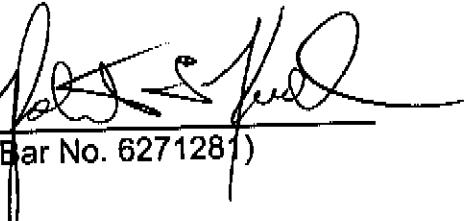

/s/ Robert T. Kuehl
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JURY DEMAND

Plaintiff, Advance Payroll Funding, Ltd., demands a trial by jury by the maximum number of jurors permitted on all triable issues herein.

Respectfully submitted,

WELTMAN, WEINBERG & REIS CO., L.P.A.


/s/ Robert T. Kuehl
Robert T. Kuehl (Ill. Bar No. 6271281)
Counsel for Plaintiff



FACTORING AND SECURITY AGREEMENT

THIS FACTORING AND SECURITY AGREEMENT is made as of August 30, 2007 by and between Eagle Personnel, Inc., an Illinois Corporation (hereinafter referred to as "Seller") and Advance Payroll Funding Ltd. (hereinafter referred to as "Purchaser")

1. **Definitions and Index to Definitions** The following terms used herein shall have the following meaning. All capitalized terms not herein defined shall have the meaning set forth in the Uniform Commercial Code:

1.1 "Account" means a right to payment of a monetary obligation based upon Seller's ordinary course of business.

1.2 "Accounting Period" is the period beginning Monday and ending Sunday during each week of the within Agreement

1.3. "Administrative Fee" is the "Administrative Fee Percentage" (as set forth in Exhibit "B" attached hereto) multiplied by the Face Amount of a Purchased Account on the day of purchase

1.4 "Advance Rate" - See Exhibit "B" attached hereto.

1.5 "Assignment Sheet" - a form(s) wherein Purchaser acknowledges its purchase and Seller's assignment of Accounts offered by Seller for purchase under the terms of this Agreement

1.6. "Avoidance Claim" - any claim that any payment received by Purchaser is avoidable under the Bankruptcy Code or any other debtor relief statute

1.7 "Base Fees" - Administrative Fee, Incremental Fee, Daily Fee and Late Fee

1.8 "Chosen State" - Ohio

1.9. "Clearance Period" - the time frame before which Purchaser has use of any funds received; for administrative purposes, this date shall be set at 1 business day.

1.10 "Closed" - a Purchased Account is closed upon receipt of full payment by Purchaser from a Payor or from the Seller (including its being charged to the Reserve Account)

1.11 "Collateral" - all Sellers' now owned and hereafter acquired Accounts, Chattel Paper, Inventory, Equipment, Instruments, Deposit Accounts, Investment Property, Documents, Letter of Credit Rights, Commercial Tort Claims, and General Intangibles

1.12. "Daily Fee" - the "Daily Fee Percentage" (as defined in Exhibit "B" attached hereto) multiplied by the Face Amount of a Purchased Account that remains unpaid, in whole or in part, on the "Daily Fee Accrual Date" (as set forth in Exhibit "B" attached hereto), and for each day until the Purchased Account is Closed

1.13 "Eligible Account" - an Account that is acceptable for purchase as determined by Purchaser in the exercise of its reasonable sole credit or business judgment

1.14 "Events of Default" - see Section 17.1

1.15. "Exposed Payments" - payments received by Purchaser from or for the account of a Payor that has become subject to a bankruptcy proceeding, to the extent such payments cleared the Payor's deposit account within ninety days of the commencement of said bankruptcy case

1.16 "Face Amount" - the face amount due on an Account at the time of purchase

1.17 "Incremental Fee" - the Incremental Fee Percentage (as defined in Exhibit "B" attached hereto) multiplied by the Face Amount of each Purchased Account which remains unpaid, in whole or in part, on the "Incremental Fee Accrual Date(s)", which is defined as a specific day following the Purchase Date or Invoice Date (whichever is earlier) as set forth in Exhibit "B" attached hereto

1.18 "Invoice" - the document that evidences or is intended to evidence an Account. Where the context so requires, reference to an invoice shall be deemed to refer to the Account to which it relates

1.19 "Invoice Date" - the date on which Seller, in the ordinary course of business, prepared the Invoice subsequent to the performance of labor and/or services rendered by Seller for Payor.

1.20. "Late Fee" - the "Late Fee Percentage" (as set forth in Exhibit "B" attached hereto) multiplied by the Face Amount of each Purchased Account which remains unpaid, in whole or in part, on the Late Payment Date for each day until the Purchased Account is closed. "Late Payment Date" is defined as a number of days from Invoice

Initials: JTB/HL



Date (as set forth in Exhibit "B"), unless the indebtedness on the Account becomes accelerated at the occurrence of an Event of Default pursuant to Paragraph 16.3.1 of the within Agreement

1.21. "Minimum Billing" - \$5,000.00 per week.

1.22. "Obligations" - all present and future obligations owing by Seller to Purchaser whether arising hereunder or otherwise, and whether arising before, during or after the commencement of any Bankruptcy Case in which Seller is a Debtor

1.23. "Parties" - Seller and Purchaser

1.24. "Payor" - An Account Debtor or other obligor on an Account, or entity making payment thereon for the account of such party

1.25. "Purchase Date" - the date on which Seller has been advised in writing that Purchaser has agreed to purchase and administer an Account as evidenced by Seller's receipt of the Assignment Sheet notating the purchase of Accounts purchased by Purchaser or when funds are received by Seller, whichever is earlier

Schedule of Accounts purchased by Purchaser or when funds are received by Seller, whichever is earlier

1.26. "Purchase Price" - the Face Amount of a Purchased Account less the Administration Fee

1.27. "Purchased Accounts" - Accounts purchased hereunder which have not been Closed

1.28. "Repurchased" - an Account has been repurchased when Seller has paid to Purchaser the then unpaid Face Amount plus all unpaid Base Fees to date due to Seller

1.29. "Required Reserve Amount" - the sum of the Reserve Percentage multiplied by the Face Amount of Purchased Accounts, plus the Special Reserve Amount

1.30. "Reserve Account" - a bookkeeping account on the books of the Purchaser representing an unpaid portion of the Purchase Price, maintained by Purchaser to ensure Seller's performance with the provisions hereof

1.31. "Reserve Shortfall" - the amount by which the Reserve Account is less than the Required Reserve Amount

1.32. "Schedule of Accounts" - a form(s) approved by Purchaser from time to time wherein Seller lists such of its Accounts as it requests that Purchaser purchase under the terms of this Agreement.

1.33. "Special Reserve Amount" - the amount that Purchaser may from time to time establish and revise in good faith to reflect events, conditions, contingencies or risks which, as determined by Purchaser in good faith, may affect the collectability of Purchased Accounts or which may reflect adversely upon the adequacy of the Reserve Account

1.34. "Term" - see Exhibit "B"

1.35. "Termination"

1.35.1. "Complete Termination" - Complete termination occurs upon satisfaction of the following conditions:

1.35.1.1. Payment in full of all obligations of Seller to Purchaser

1.35.1.2. If Purchaser has issued or caused to be issued guarantees, promises, or letters of credit on behalf of Seller, acknowledgement from any beneficiaries thereof that Purchaser or any other issuer has no outstanding direct or contingent liability therein

1.35.1.3. Seller has executed and delivered to Purchaser a General Release in the form of Exhibit 1.36.1.3 attached hereto

1.35.2. "Early Termination Date" - see Section 20.1 hereof

1.35.3. "Early Termination Fee" - the average monthly Base Fees earned by Purchaser for the three months having the highest total Base Fees throughout the previous twelve months, multiplied by the number of months (or portions thereof) between the Early Termination Date and end of the current Term

2 Sale; Purchase Price; Billing

2.1 Assignment and Sale

2.1.1. Seller shall offer to sell exclusively to Purchaser as absolute owner, with full recourse, all of Seller's Accounts and list same from time to time on Seller's Schedules of Accounts

2.1.2. Each Schedule of Accounts shall be accompanied by such documentation supporting and evidencing the Account, as Purchaser shall from time to time request.

2.1.3. Purchaser may, but need not purchase from Seller such Accounts as Purchaser determines to be Eligible Accounts.

2.1.4. Purchaser shall pay the Purchase Price less the Reserve amount, of any Purchased Account, less any amounts due to Purchaser from Seller, including, without limitation, any amounts due to or on behalf of Seller under Section 3.1 hereof or pursuant to the "Services Exhibit" attached hereto, whereupon the Accounts shall be deemed purchased hereunder.

2.2. Billing. Purchaser may send a monthly statement to all Payors itemizing their account activity during the preceding billing period and in order to notify said Payors of the proper remittance location. Purchaser may send additional notices as deemed necessary at Purchaser's discretion. All Payors will be instructed to make payments to Purchaser with remittance advice to "Receivables Management Company for the benefit of Eagle Personnel, Inc." and sent to PO Box 931874, Cleveland, Ohio 44193. Further, all invoices issued by Eagle Personnel, Inc. shall include the following statement:

This account receivable has been assigned to and is owned by or subject to a security interest of Advance Payroll Funding LTD. and is payable only in United States Dollars. All payments shall be made payable to Receivables Management Company F/B/O Eagle Personnel, Inc. and sent to Post Office Box 931874 Cleveland, Ohio 44193.

3 Reserve Account

3.1 Seller shall pay to Purchaser on demand the amount of any Reserve Shortfall. The balance due and owing shall constitute Indebtedness which is immediately due and payable by Seller to Purchaser. Any such Indebtedness shall bear fees at the rate of 2.95% per month until paid.

3.2 Purchaser shall pay to Seller any amount by which the Reserve Account exceeds the Required Reserve Amount by the end of the next full Accounting Period.

3.3 Purchaser may charge the Reserve Account with any Obligation

3.4 Purchaser may pay any amounts due Seller hereunder by a credit to the Reserve Account;

3.5 Purchaser may establish and adjust from time to time a Special Reserve Amount:

3.5.1. Without notice to Seller, so long as the Special Reserve Amount is not more than twenty percent of the unpaid Face Amount of Purchased Accounts at the time of its creation or adjustment, or

3.5.2. On two business days notice in all other cases

3.6 Purchaser may retain the Reserve Account until Complete Termination

4. **Exposed Payments.** Upon termination of this Agreement Seller shall pay to Purchaser (or Purchaser may retain), to hold in a non-segregated non-interest bearing account the amount of all Exposed Payments (the "Preference Reserve"). Purchaser may charge the Preference Reserve with the amount of any Exposed Payments that Purchaser pays to the bankruptcy estate of the Payor that made the Exposed Payment, on account of a claim asserted under Section 547 of the Bankruptcy Code. Purchaser shall refund to Seller from time to time the balance of the Preference Reserve for which a claim under Section 547 of the Bankruptcy Code can no longer be asserted due to the passage of the statute of limitations, settlement with the bankruptcy estate of the Payor or otherwise.

5. **Authorization for Purchases.** Subject to the terms and conditions of this Agreement, Purchaser is authorized to purchase Accounts upon telephonic, facsimile or other instructions received from anyone purporting to be an officer, employee or representative of Seller.

6. **Fees and Expenses.** Seller shall pay to Purchaser:

6.1 **Administrative Fee.** The Administrative Fee, on the day on which a Purchased Account is purchased

Initials: JW jl

6.2 Incremental Fee The Incremental Fee, on the day on which a Purchased Account is Closed

6.3 Daily Fee The Daily Fee, on the day on which a Purchased Account is Closed

6.4 Late Fee. The Late Charge, on demand, on all past due amounts due from Seller to Purchaser hereunder

7 Repurchase Of Accounts Purchaser may require that Seller repurchase, by payment of the then unpaid Face Amount thereof, together with any unpaid fees relating to the Purchased Account on demand, or, at Purchaser's option, by Purchaser's charge to the Reserve Account. Notwithstanding any termination of this Agreement, so long as any amounts owing to Purchaser under this Agreement remain unpaid, any payments on Repurchased Accounts and other unpaid Accounts Receivable will continue to be collected by Purchaser as collecting agent for Seller and as security for any obligations of Seller due or to become due under this Agreement Upon receipt by Seller of any amounts tendered in payment of such Repurchased Accounts and other Accounts Receivable, the full amount thereof shall be remitted by Seller to Purchaser to assure proper accounting of the payment. Purchaser will thereafter forward to Seller with the next weekly earnings report Seller's share of such billing, less any adjustments, deductions or offsets permitted under this Agreement. The circumstances whereby Purchaser may require that Seller repurchase a Purchased Account include the following:

7.1 Any Purchased Account, the payment of which has been disputed by the Payor or the Account Debtor obligated thereon, Purchaser being under no obligation to determine the bona fides of such dispute;

7.2 Any Purchased Account regarding which Seller has breached any warranty as set forth in the Section 15.4

7.3. Any Purchased Account owing from an Account Debtor or Payor which (i) in Purchaser's reasonable credit judgment has become insolvent or (ii) which has indicated an inability or unwillingness to pay the Purchased Account when due;

7.4 All Purchased Accounts upon the occurrence of an Event of Default, or upon the termination date of this Agreement; and

7.5 Any Purchased Account that remains unpaid beyond the Late Payment Date

8 Security Interest

8.1 As collateral securing the Obligations, Seller grants to Purchaser a continuing first priority security interest in the Collateral.

8.2 Notwithstanding the creation of this security interest, the relationship of the parties shall be that of Purchaser and Seller of accounts, and not that of lender and borrower.

9. **Clearance Period.** For all purposes under this Agreement, payments will not be credited to Purchaser until the Clearance Period has elapsed

10 Authorization to Purchaser

10.1 Seller irrevocably authorizes Purchaser at Seller's expense, to exercise at any time any of the following powers until all of the Obligations have been paid in full:

10.1.1 Receive, take, endorse, assign, deliver, accept and deposit, in the name of Purchaser or Seller, any and all proceeds of any Collateral securing the Obligations or the proceeds thereof;

10.1.2 Take or bring, in the name of Purchaser or Seller, all steps, actions, suits or proceedings deemed by Purchaser necessary or desirable to effect collection of or other realization upon Purchaser's Accounts;

10.1.3 Pay any sums necessary to discharge any lien or encumbrance which is senior to Purchaser's security interest in any assets of Seller, which sums shall be included as Obligations hereunder, and in connection with which sums the Late Charge shall accrue and shall be due and payable;

10.1.4 File in the name of Seller or Purchaser or both:

10.1.4.1 Mechanics lien or related notices, or

10.1.4.2 Claims under any payment bond, in connection with goods or services sold by Seller in connection with the improvement of realty, or

10.1.4.3 A Power of Attorney which enables Purchaser to represent Seller before the Internal Revenue Service (including Internal Revenue Service Forms 2848 and 8821);

10.1.5 Notify any Payor obligated with respect to any Account, that the underlying Account has been assigned to Purchaser by Seller and that payment thereof is to be made to the order of and directly and solely to Purchaser;

10.1.6 Communicate directly with Seller's Payors to verify the amount and validity of any Account created by Seller

10.1.7 After an Event of Default:

10.1.7.1 Change the address for delivery of mail to Seller and to receive and open mail addressed to Seller;

10.1.7.2. Extend the time of payment of, compromise or settle for cash, credit, return of merchandise, and upon any terms or conditions, any and all Accounts and discharge or release any account debtor or other obligor (including filing of any public record releasing any lien granted to Seller by such account debtor), without affecting any of the Obligations;

10.1.8. File any initial financing statements and amendments thereto that:

10.1.8.1 Indicate the collateral as all assets of the Seller or words of similar effect, regardless of whether any particular asset comprised in the collateral falls within the scope of Article 9 of the UCC, or as being of an equal or lesser scope or with greater detail;

10.1.8.2 Contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Seller is an organization, the type of organization, and any organization identification number issued to the Seller and, (ii) in the case of a financing statement filed as a fixture filing or indicating collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the collateral relates; and

10.1.8.3 Contain a notification that the Seller has granted a negative pledge to the Purchaser, and that any subsequent lienor may be tortiously interfering with Purchaser's rights;

10.1.8.4 Advises third parties that any notification of Seller's Account Debtors will interfere with Purchaser's collection rights

10.2 Seller authorizes Purchaser to accept, endorse and deposit on behalf of Seller any checks tendered by an account debtor "in full payment" of its obligation to Seller. Seller shall not assert against Purchaser any claim arising therefrom, irrespective of whether such action by Purchaser effects an accord and satisfaction of Seller's claims, under §3-311 of the Uniform Commercial Code, or otherwise

11 ACH Authorization. In order to satisfy any of the Obligations, Seller authorizes Purchaser to initiate electronic debit or credit entries through the ACH system to any deposit account maintained by Seller under the limited circumstances whereby Purchaser sent funds to Seller in error, or in the event that funds were fraudulently handled by Seller

12 Covenants By Seller

12.1 Seller shall not, without the prior written consent of Purchaser in each instance, (a) grant any extension of time for payment of any of its Accounts, (b) compromise or settle any of its Accounts for less than the full amount thereof, (c) release in whole or in part any Payor, or (d) grant any credits, discounts, allowances, deductions, return authorizations or the like with respect to any of the Accounts

12.2 From time to time as requested by Purchaser, Purchaser or its designee shall have access, during reasonable business hours if prior to an Event of Default and at any time if on or after an Event of Default, to all premises where Collateral is located for the purposes of inspecting (and removing, if after the occurrence of an Event of Default) any of the Collateral, including Seller's books and records, and Seller shall permit Purchaser or its designee to make copies of such books and records or extracts therefrom as Purchaser may request. Without expense to Purchaser, Purchaser may use any of Seller's personnel, equipment, including computer equipment, programs, printed output and computer readable media, supplies and premises for the collection of accounts and realization on other Collateral as Purchaser, in its sole discretion, deems appropriate. Seller hereby irrevocably authorizes all accountants and third parties to disclose and deliver to Purchaser at Seller's expense all financial information, books and records, work papers, management reports and other information in their possession relating to Seller

Initials: JB MA

12.3. Each guarantor, principal, and/or director, individually, undertakes to assure Purchaser that each and every Customer of Seller for who accounts are offered purchase, are independent, non-related business enterprises. Non-related means that Seller, its principals, officers, relations, employees or agent have no direct or indirect ownership, interest or affiliation.

12.4. Seller agrees, at its' expense and as a condition precedent to Purchaser's duties under Paragraph 2 of the within Agreement, to report and pay in a timely manner to the appropriate agencies all Workers' Compensation Premiums. Throughout the term of this Agreement and any extension thereof, Seller will furnish Purchaser with current certificates (and proof of payment) of insurance from the appropriate insurers certifying that Workers' Compensation Insurance has been issued in the amounts required by law covering the Employees for all States where Seller provides services. Additionally, Seller agrees to add Purchaser to its policy as an additional insured for purposes of allowing Purchaser to receive all correspondence related to Seller's Workers' Compensation Policy.

12.5. Seller, unless otherwise stated in a "Services Exhibit" related to the within Agreement, shall pay when due all payroll and other taxes, and shall provide proof thereof to Purchaser in such form as Purchaser shall reasonably require. Except as otherwise provided for in a subsequent Services Addendum, Seller agrees to provide Purchaser with quarterly copies of its proof of payment on its payroll taxes no more than thirty (30) days following their due date, and further, with a proof of payment on its unemployment taxes no later than February 15 following the applicable taxable year.

12.6 Seller and each guarantor shall provide to Purchaser, upon Purchaser's written request, Internal or audited financial statements on a quarterly basis, copies of annual corporate tax returns and annual updates to personal financial statements and personal tax returns. Additionally, Purchaser maintains the right to conduct an independent audit of Seller's business at Seller's expense.

12.7 Seller shall not create, incur, assume or permit to exist any lien upon or with respect to any assets in which Purchaser now or hereafter holds a security interest.

12.8 Seller agrees to operate the Business in accordance with this Agreement and in full compliance with all applicable federal, state and local laws, rules and regulations

12.8 Notwithstanding Seller's obligation to pay the Misdirected Payment Fee, Seller shall pay to Purchaser on the next banking day following the date of receipt by Seller the amount of any payment on account of a Purchaser Account.

13. Avoidance Claims. Seller shall indemnify Purchaser from any loss arising out of the assertion of any Avoidance Claim and shall pay to Purchaser on demand the amount thereof. Seller shall notify Purchaser within two business days of it becoming aware of the assertion of an Avoidance Claim. This provision shall survive termination of this Agreement.

14. Account Disputes. Seller shall notify Purchaser promptly of and, if requested by Purchaser, will settle all disputes concerning any Purchased Account, at Seller's sole cost and expense. Purchaser may, but is not required to, attempt to settle, compromise, or litigate (collectively, "Resolve") the dispute upon such terms, as Purchaser in its sole discretion deem advisable, for Seller's account and risk and at Seller's sole expense. Upon the occurrence of an Event of Default Purchaser may Resolve such issues with respect to any Account of Seller.

6. Representations and Warranties Seller represents and warrants that:

REPRESENTATION AND WARRANTY: Each party represents and warrants to the other that it is willing to enter into this Agreement and to perform hereunder;

15.1 It is fully authorized to enter into this Agreement and to --
make it a valid and binding obligation; and

15.2 This Agreement constitutes its legal, valid and binding obligation, and

15.3 Seller is solvent and in good standing in the jurisdiction.

15.4 The Purchased Accounts are and will remain:
15.4.1. Bona fide existing obligations created by the sale and delivery of goods or the rendition of

15.4.2. Unconditionally owed and will be paid to Purchaser without defenses, disputes, offsets,

4.5.1.2. Not sales to any entity that is affiliated with Seller directly or indirectly or in any way not an

15.4.3. Not sales to any entity that is affiliated with DODGE ENERGY
length" transaction.

15.5 Seller has not received notice or otherwise learned of actual or imminent bankruptcy, insolvency, or material impairment of the financial condition of any applicable account debtor regarding Purchased Accounts.

16. Penalties. In the event of the following, Seller shall pay to Purchaser:

16.1 Misdirected Payment Fee The fee (15% of the amount of any payment) due immediately upon its accrual for any payment on account of a Purchased Account which has been received by Seller and not delivered in kind to Purchaser on the next business day following the date of receipt by Seller

15.2 Missing Notation Fee. The fee (15% of the Face Amount) on any Invoice that is sent by Seller to a Payor that does not contain the notice as required by Section 2.2 hereof, which amount is payable on demand upon discovery by Purchaser.

16.3 **Termination Fee** The Termination Fee, on the Termination Date, in the event that Seller terminates this Agreement other than at the end of a Term, based upon the computation set forth in Part 1 35.3 of the within Agreement

16.4 Unsold Accounts Fee. On demand, an Unsold Accounts Fee on any Accounts created by Seller and not offered, unless agreed to in writing by Purchaser, for sale to Purchaser as set forth in Section 2.1.1, computed as the fees which Purchaser would have earned thereon, based on the irrebuttable assumption that such Accounts would have been Eligible Accounts.

17 Default.

17 Default. The following events will constitute an Event of Default hereunder: (a) Seller defaults in the payment of any Obligations or in the performance of any provision hereof or of any other agreement now or hereafter entered into with Purchaser, or any warranty or representation contained herein proves to be false in any way, whether material or immaterial, (b) Seller or any guarantor of the Obligations becomes subject to any debtor-relief proceedings, (c) any such guarantor fails to perform or observe any of such Guarantor's obligations to Purchaser or shall notify Purchaser of its intention to rescind, modify, terminate or revoke any guaranty of the Obligations, or any such guaranty shall cease to be in full force and effect for any reason whatever, (d) Upon Purchaser's learning of any material adverse change in Seller's business or in the financial health of the Seller's guarantors, (e) failure to meet the Minimum Billing requirement for any 4-week period once more than six (6) months have elapsed from the beginning of the Term, (f) Purchaser for any reason, in good faith, deems itself insecure with respect to the prospect of repayment or performance of the Obligations, (g) Seller grants a security interest in its Collateral to another creditor and/or the Collateral of Seller is encumbered by a party other than Purchaser

17.2. Waiver of Notice. PURCHASER'S FAILURE TO CHARGE OR ACCRUE INTEREST OR FEES AT ANY "DEFAULT" OR "PAST DUE" RATE SHALL NOT BE DEEMED A WAIVER BY PURCHASER OF ITS CLAIM THERETO.

4.7.3. Effect of Default

17.3 Effect of Default
17.3.1. Upon the occurrence of any Event of Default, in addition to any rights Purchaser has under this Agreement or applicable law, Purchaser may immediately terminate this Agreement, at which time all Obligations shall immediately become due and payable without notice.

17.3.2. The Late Charge shall accrue and is payable on demand on any Obligation not paid when due in full, or in respect of any transaction arising from a late payment.

18 **Account Stated.** Purchaser shall render to Seller a statement setting forth the transactions arising hereunder. Each statement shall be considered correct and binding upon Seller as an account stated, except to the extent that Purchaser receives, within sixty (60) days after the mailing of such statement, written notice from Seller of any specific exceptions by Seller to that statement, and then it shall be binding against Seller as to any items to which it has not objected.

Items to which it has not objected. Only a writing signed by all parties hereto may amend this Agreement. No failure or delay in exercising any right hereunder shall impair any such right that Purchaser may have, nor shall any waiver by Purchaser hereunder be deemed a waiver of any default or breach subsequently occurring. Purchaser's rights and remedies herein are cumulative and not exclusive of each other or of any rights or remedies that Purchaser would otherwise have.

30. Termination: Effective Date

20 Termination; Effective Date
20.1 This Agreement will be effective on the date it is signed by the Parties, shall continue for the Term, and shall be automatically extended for successive Terms unless Seller shall provide at least sixty (60) days but no

more than ninety (90) days before the end of the then current Term via written notice to Purchaser's General Counsel of its intention to terminate whereupon this Agreement shall terminate at the end of the Term

20.2 Seller may only terminate this Agreement as of the end of the next maturing Term

20.3 Early Termination. Should Seller terminate the Agreement in any fashion other than as set forth in Part 20.1, Seller shall provide at least sixty (60) days prior written notice from the date set forth in said notice (an "Early Termination Date") In the event of an Early Termination, will be subject to the Fee as set forth in Part 1.35 of the within Agreement

21 **No Lien Termination without Release** In recognition of the Purchaser's right to have its attorneys' fees and other expenses incurred in connection with this Agreement secured by the Collateral, notwithstanding payment in full of all Obligations by Seller, Purchaser shall not be required to record any terminations or satisfactions of any of Purchaser's liens on the Collateral unless and until Complete Termination has occurred. Seller understands that this provision constitutes a waiver of its rights under §9-513 of the UCC.

22 **Conflict** Unless otherwise expressly stated in any other agreement between Purchaser and Seller, if a conflict exists between the provisions of this Agreement and the provisions of such other agreement, the provisions of this Agreement shall control

23 **Severability** In the event any one or more of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable in any respect, then such provision shall be ineffective only to the extent of such prohibition or invalidity, and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

24 **Enforcement** This Agreement and all agreements relating to the subject matter hereof is the product of negotiation and preparation by and among each party with a complete opportunity to be reviewed by their respective counsel, and shall be construed accordingly

25 **Relationship of Parties** The relationship of the parties hereto shall be that of Seller and Purchaser of Accounts, and Purchaser shall not be a fiduciary of the Seller, although Seller may be a fiduciary of the Purchaser

26 **Attorneys' Fees/ Out-of-Pocket Expenses** Seller agrees to reimburse Purchaser on demand for:

26.1 The actual amount of all costs and expenses, including attorneys' fees, credit card processing fees and/or any collections costs incurred by Purchaser, which Purchaser has incurred or may incur in:

26.1.1 Negotiating, preparing, or administering this Agreement and any documents prepared in connection herewith;

26.1.2 Any way arising out of this Agreement;

26.1.3 Protecting, preserving or enforcing any lien, security or other right granted by Seller to Purchaser or arising under applicable law, whether or not suit is brought, including but not limited to the defense of any Avoidance Claims;

26.2 The actual costs, including photocopying (which, if performed by Purchaser's employees, shall be at the rate of \$ 10/page), travel, and attorneys' fees and expenses incurred in complying with any subpoena or other legal process in any way relating to Seller. This provision shall survive termination of this Agreement

26.3 The actual amount of all costs and expenses, including attorneys' fees, which Purchaser may incur in enforcing this Agreement and any documents prepared in connection herewith, or in connection with any federal or state Insolvency proceeding commenced by or against Seller, including those (i) arising out the automatic stay, (ii) seeking dismissal or conversion of the bankruptcy proceeding or (ii) opposing confirmation of Seller's plan there under

27 **Confidentiality** Seller agrees that the terms, the Purchaser's business methods and trade secrets, and any and all other records and information clearly and specifically identified by Purchaser as confidential will be held by Seller in strict confidence and treated as the confidential property of Purchaser. Seller will not, except in the due performance of its duties or the enforcement of its rights under this Agreement, disclose any of the foregoing to any Person, unless specifically authorized to do so in writing by Purchaser or unless required by law. Purchaser agrees that any and all records and information clearly and specifically identified by Seller as confidential will be held by Purchaser in strict confidence and treated as the confidential property of Seller. Purchaser will not, except in the due performance of its duties or the enforcement of its rights under this Agreement, disclose the records and information of Seller to any Person, unless specifically authorized to do so in writing by Seller or unless required by law

Initials: JZB

28 Indemnification Seller agrees to indemnify Purchaser against and save Purchaser harmless from any and all manner of suits, claims, liabilities, demands and expenses (including reasonable attorneys' fees and collection costs) resulting from or arising out of this Agreement, whether directly or indirectly, including the transactions or relationships contemplated hereby (including the enforcement of this Agreement), and any failure by Seller to perform or observe its obligations under this Agreement

29 Entire Agreement No promises of any kind have been made by Purchaser or any third party to induce Seller to execute this Agreement. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify any terms of this Agreement

30 Choice of Law This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Ohio

31 Arbitration, Jurisdiction and Venue Purchaser shall have the right to elect to have any dispute or disagreement between the parties arising out of or relating to this Agreement, or the transactions or relationships contemplated hereby, resolved by arbitration under the commercial arbitration rules then obtaining of the American Arbitration Association (or equally accredited arbitration organization), by a single arbitrator, selected by both Purchaser and Seller, which arbitration shall be conducted in Cuyahoga County, Ohio, where Purchaser has its principal offices and where Purchaser has accepted this Agreement and will perform its obligations hereunder. The arbitrator's decision shall be final and binding, and any court of competent jurisdiction may enter judgment upon the award in accordance with applicable law. The parties acknowledge and agree that resolution of any disputes or disagreements by arbitration is at the sole and exclusive option of Purchaser. Seller may elect to settle any dispute in a court of law in the chosen forum; Seller further submits to the jurisdiction of the Courts of the State of Ohio, with venue at the Cuyahoga County Court of Common Pleas, Cuyahoga County, Ohio. In the event of removal to a Federal Court, such court shall be the District Court for the Northern District of Ohio, Eastern Division. Seller expressly waives the jurisdiction of any other court, and acknowledges and agrees that this Agreement, without more, shall be sufficient to sustain the dismissal of an action commenced by Seller in any court other than specified in this Agreement. Seller agrees that the Acceptable Forums are convenient to it, and submits to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue

32 Jury Trial Waiver In recognition of the higher costs and delay which may result from a jury trial, the parties hereto waive any right to trial by jury of any claim, demand, action or cause of action (A) arising hereunder or, (B) in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect hereto, in each whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise; and each party further waives any right to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived; and each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that any party hereto may file an original counterpart or a copy of this section with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury

33 Service of Process Seller agrees that Purchaser may effect service of process upon Seller by regular mail at the address set forth in this Agreement, or at the option of Purchaser if Seller is a Registered Organization, by service upon Seller's agent for the service of process

34 Assignment Only Purchaser may assign its rights and delegate its duties hereunder. Upon such assignment, Seller shall be deemed to have attorney to such assignee and shall owe the same obligations to such assignee and shall accept performance hereunder by such assignee as if such assignee were Purchaser

35 Counterparts This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all signatures were upon the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement, and any party delivering such an executed counterpart of the signature page to this Agreement by facsimile to any other party shall thereafter also promptly deliver a manually executed counterpart of this Agreement to such other party, provided that the failure to deliver such manually executed counterpart shall not affect the validity, enforceability, or binding effect of this Agreement

36. Notice.

36.1 All notices required to be given to any party other than Purchaser shall be deemed given upon the first to occur of (i) deposit thereof in a receptacle under the control of the United States Postal Service, (ii) transmittal by electronic means to a receiver under the control of such party, or (iii) actual receipt by such party or an employee or agent of such party. All notices to Purchaser shall be deemed given upon actual receipt by a responsible officer of Purchaser.

36.2 For the purposes hereof, notices hereunder shall be sent to the following addresses, or to such other addresses as each such party may in writing hereafter indicate:

SELLER: EAGLE PERSONNEL, INC.

Address: 6206 Southridge Drive
Plainfield, Illinois 60586
Officer: Brian Rasmussen
Fax Number: 630-679-6823

PURCHASER: ADVANCE PAYROLL FUNDING LTD.

Address: 3401 Enterprise Parkway, Suite 5th Floor
Cleveland, OH 44122
Officer: Jeremy L. Blsky, Esq.
Fax Number: 216-831-8819

IN WITNESS WHEREOF, the Parties have executed this agreement on the day and year first above written

SELLER:

Eagle Personnel, Inc

By: SB Rasmussen
Printed Name: Brian Rasmussen
Title: President

Notary Acknowledgement for Seller:

STATE OF IL)

COUNTY OF Will)

I, Maricela Zettergren, a Notary Public for said County and State, certifies that Brian Rasmussen personally came before me this day and acknowledged that he is President for Seller, Eagle Personnel, Inc., an Illinois corporation and that by authority duly given as officers of the company, the instrument was signed in its name by him.

Witness my hand and official seal, this 31st day of April, 2008

(Official Seal)

Maricela Zettergren
Notary Public



My commission expires: July 30 2008

PURCHASER:

Advance Payroll Funding, Ltd

By: DP
Name: Daniel F. Goldstein
Title: Director of Operations
Date: 7/7/07

Initials: DP

EXHIBIT 1.35.1.3

GENERAL RELEASE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the undersigned and each of them (collectively "Releasor") hereby forever releases, discharges and acquires Advance Payroll Funding Ltd. ("Releasee"), its parent, directors, shareholders, agents and employees, of and from any and all claims of every type, kind, nature, description or character, and irrespective of how, why, or by reason of what facts, whether heretofore existing, now existing or hereafter arising, or which could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, to the extent that they arise out of or are in any way connected to or are related to that certain Factoring and Security Agreement dated August 30, 2007

Releasor agrees that the matters released herein are not limited to matters which are known or disclosed, and the Releasor waives any and all rights and benefits which it now has, or in the future may have.

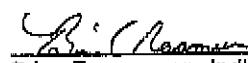
Releasor acknowledges that factual matters now unknown to it may have given or may hereafter give rise to Claims which are presently unknown, unanticipated and unsuspected, and it acknowledges that this Release has been negotiated and agreed upon in light of that realization and that it nevertheless hereby intends to release, discharge and acquit the Releasee from any such unknown Claims

Acceptance of this Release shall not be deemed or construed as an admission of liability by any party released

Releasor acknowledges that either (a) it has had advice of counsel of its own choosing in negotiations for and the preparation of this release, or (b) it has knowingly determined that such advice is not needed

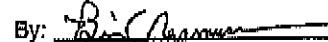
DATED: 31 Aug 07

Individual Releasor:



Brian Rasmussen, Individually

Entity Releasor:

By: 

Printed Name: Brian Rasmussen
Title: President

Initials: BR

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Exhibit "B"

The Fee Structure for the within Factoring and Security Agreement is as follows:

Administrative Fee Percentage (§ 1 13)	1.25%
Advance Rate (§ 1 14)	85%
Daily Fee Percentage (§ 1 12)	0.67%
Daily Fee Accrual Date (§ 1 12)	On day 31 following Invoice Date
Incremental Fee Percentage (§ 1 17)	5%
Incremental Fee Accrual Date (§ 1 17)	On the 30 th day following Invoice Date
Late Charge Percentage (§ 1 20)	0.3%
Late Payment Date (§ 1 21)	90 days following Invoice Date
Term (§ 1 35)	18 Months

GUARANTY

In order to induce Purchaser to execute and perform the foregoing Agreement, the undersigned, each a party representing himself as having an economic interest in Seller, hereby personally, absolutely and unconditionally, jointly and severally, guarantee to Purchaser the full and timely payment, and performance and observance, by Seller of its obligations under this Agreement. This Guaranty is a guaranty of performance and payment and not of collection, and each of the undersigned understands that Purchaser may proceed to enforce its rights hereunder against the undersigned or any of them until indefeasibly paid in full, without being obligated to first or concurrently proceed against Seller under the foregoing Agreement, or any other of the undersigned, under this Guaranty.

Individually and Personally Brian Rasmussen
Printed Name Brian Rasmussen
Address 6206 Southridge Drive
Plainfield, Illinois 60544
Social Security Number 362-90-1678

Notary Acknowledgement for Guarantor:

STATE OF IL)

COUNTY OF Will)

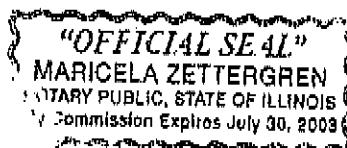
Maricela Zettergren, a Notary Public for said County and State, certify that Brian Rasmussen personally came before me this day, to be the signer of the above instrument, and he acknowledges that he signed it.

Witness my hand and official seal, this 31st day of Aug, 2007

(Official Seal)

Maricela Zettergren

Notary Public



My commission expires: July 30, 2009

Initials: MRC

GUARANTY

In order to induce Purchaser to execute and perform the foregoing Agreement, the undersigned, each a party representing himself as having an economic interest in Seller, hereby personally, absolutely and unconditionally, jointly and severally, guarantee to Purchaser the full and timely payment, and performance and observance, by Seller of its obligations under this Agreement. This Guaranty is a guaranty of performance and payment and not of collection, and each of the undersigned understands that Purchaser may proceed to enforce its rights hereunder against the undersigned or any of them until indefeasibly paid in full, without being obligated to first or concurrently proceed against Seller under the foregoing Agreement, or any other of the undersigned, under this Guaranty.

Individually and Personally Ellen Rasmussen
Printed Name Ellen Rasmussen
Address 6206 Southridge Drive
Plainfield, Illinois 60544
Social Security Number 342-80-5018

Notary Acknowledgement for Guarantor:

STATE OF ILLINOIS)

COUNTY OF Will)

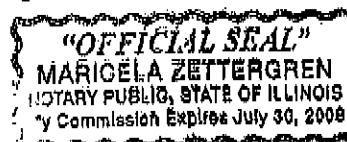
I, Mariela Zettergren, a Notary Public for said County and State, certify that Ellen Rasmussen personally came before me this day, to be the signer of the above instrument, and she acknowledges that she signed it.

Witness my hand and official seal, this 31 day of August, 2007

(Official Seal)

Mariela Zettergren

Notary Public



My commission expires: July 30, 2008

Initials: JB

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Eagle

Duraco Plastics
 1109 E Lake St
 Streamwood, IL 60107
 Attn: Kevin Lynch

Invoice Number 07-188-000
 Invoice Date 10/3/2007
 Invoice Terms 30 Days

Labor Invoice for Week Ending 09/30/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Aranda, Ana	40.00	6	14.13	21.20	\$565.22	\$127.17	\$692.39
Aranda, Arlene	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
Arreola, Elizabeth	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Arteaga, Marla	40.00	8	10.54	15.81	\$421.60	\$126.48	\$548.08
Avila, Marla E	40.00	16	15.10	22.64	\$603.84	\$362.30	\$966.14
Avila, Marla	40.00	12	10.20	15.30	\$408.00	\$183.60	\$591.60
Avina, Marla	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Ayala, Guadalupe	40.00	15	10.20	15.30	\$408.00	\$228.50	\$637.50
Banlo, Carlos	40.00	8	11.56	17.34	\$462.40	\$136.72	\$599.12
Barnett, Bruce	40.00	0	10.54	15.81	\$537.28	\$0.00	\$537.28
Barrera, Alma	32.00	0	10.20	15.30	\$408.00	\$183.60	\$591.60
Barrera, Graciela	40.00	12	10.20	15.30	\$408.00	\$122.40	\$530.40
Barrera, Lidia	40.00	8	10.20	15.30	\$408.00	\$0.00	\$530.40
Bianco, Francisco	32.00	0	10.20	15.30	\$408.00	\$81.20	\$489.20
Borjon, Yuridia	40.00	4	10.20	15.30	\$408.00	\$0.00	\$444.80
Brito, Angel	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Campos, Gregorio	18.00	0	10.54	15.81	\$188.64	\$0.00	\$188.64
Canales, Angelica	40.00	8	10.54	15.81	\$421.60	\$126.48	\$548.08
Carter, Howe L	40.00	4	14.13	21.20	\$565.22	\$84.76	\$650.00
Castro, Obdulia	40.00	12	10.20	15.30	\$408.00	\$183.60	\$591.60
Castro, Obdulia	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Chauhan, Kunjan	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Clay, Ellis	40.00	0	10.20	15.30	\$511.60	\$0.00	\$511.60
Comargo, Adalberta	8.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Conaway, Tyrane	32.00	0	10.20	15.30	\$332.01	\$0.00	\$332.01
Contreras, Margarito	31.50	0	10.54	15.81	\$332.01	\$262.88	\$594.88
Dominguez, Jessica	40.00	16	10.54	15.81	\$421.60	\$181.16	\$584.00
Donis, Irma	40.00	8	15.10	22.64	\$603.84	\$0.00	\$603.84
Elchele, David	40.00	0	10.08	15.32	\$435.20	\$0.00	\$435.20
Encarnacion, Teresa	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Esparza, Martha	30.25	0	10.54	15.81	\$316.84	\$0.00	\$316.84
Espinosa, Marcela	40.00	18	10.20	15.30	\$408.00	\$244.80	\$652.80
Flores, Adriana	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Garcie, Rosa Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Gazinski, Mark	40.00	0	10.54	15.81	\$421.60	\$17.69	\$439.29
Giron, Justilano	23.50	0	10.54	15.81	\$244.80	\$122.40	\$363.20
Gonzalez, Maria	40.00	8	10.20	15.30	\$408.00	\$81.20	\$489.20
Granados, Emmanuel	40.00	4	10.20	15.30	\$408.00	\$0.00	\$408.00
Heard, Lenetta	32.00	0	15.10	22.64	\$483.07	\$0.00	\$483.07
Hernandez, Raul	40.00	19	10.20	15.30	\$408.00	\$280.70	\$688.70
Herrera, Rosa	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Jensen, Trisha	24.00	0	10.54	15.81	\$252.96	\$0.00	\$252.96
Jimenez, Maribel	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Johnson, Gwendolyn J	40.00	8.25	15.10	22.64	\$503.64	\$188.81	\$692.45
Johnson, Shayne	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Juarez, Juan Tortillo	40.00	7.5	10.20	15.30	\$408.00	\$114.75	\$522.75
King, Oliver	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
Lacunas, Marced	40.00	8	10.54	15.81	\$421.60	\$126.40	\$548.00
Ledesma, Matilde	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Lee, Cheryl	40.00	0	14.13	21.20	\$585.22	\$0.00	\$585.22
Leonard, Tammy	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Maline, Joyce H	40.00	18	10.20	15.30	\$408.00	\$81.20	\$588.64
Manning, Carl	16.00	0	10.54	15.81	\$168.64	\$0.00	\$168.64
Marshall, Terrell	40.00	1.5	13.80	20.40	\$544.00	\$30.60	\$574.60
Martinez, Octavio	5.00	0	10.54	15.81	\$84.32	\$0.00	\$84.32
Martinez, Paublino	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80

All proceeds of this invoice have been assigned to and are the property of Advanced Payroll Funding, Limited, Cleveland, Ohio
 A UCC-1 financing statement has been filed in your state to perfect this secured investment

EXHIBIT

B-1



Duraco Plastics

1100 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice Number 07-188-009
Invoice Date 10/3/2007
Invoice Terms 30 Days

Labor Invoice for Week Ending 09/30/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Marvel, Hemile	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
Mazhary, Shahab Ahmed	40.00	16	16.00	25.48	\$670.48	\$407.67	\$1,087.15
Malchor, Irma	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Mendez, Marjela	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Mendoza, Guadalupe	40.00	12	10.20	15.30	\$408.00	\$183.60	\$591.60
Moloney, Michael R	40.00	12	14.13	21.20	\$565.22	\$254.35	\$819.58
Monjaraz, Benito	36.00	0	10.20	15.30	\$387.60	\$0.00	\$387.60
Monthres, Reyna	24.00	0	10.54	15.81	\$252.96	\$0.00	\$252.96
Moore, William	40.00	16	12.24	18.38	\$489.60	\$293.76	\$783.36
Nagel, Mark	40.00	16.75	16.98	23.97	\$539.20	\$401.50	\$940.70
Najera, Omega	24.00	0	10.54	15.81	\$252.96	\$0.00	\$252.96
Nicetford, Rosalies	40.00	8	10.54	15.81	\$421.60	\$128.48	\$549.08
Nunez, Antonia Sosa	40.00	8	14.61	21.91	\$584.28	\$176.28	\$759.58
Ocampo, Diego	32.00	0	10.20	15.30	\$328.40	\$0.00	\$328.40
Ocampo, Simon	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Ortiz, Santiago	15.50	0	10.20	15.30	\$158.10	\$0.00	\$158.10
Perez, Domingo	31.50	0	10.20	15.30	\$321.30	\$0.00	\$321.30
Reyes, Manuel	40.00	8	10.54	15.81	\$421.60	\$128.48	\$550.08
Rodriguez, Araceli	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Rodriguez, Juan Francisco	40.00	20.25	10.20	15.30	\$408.00	\$309.83	\$717.83
Rosas, Beatriz	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Romero, Ana	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Romero, Carla	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Salenga, Angliza G	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Salgado, Francisco	18.00	0	10.54	15.81	\$188.64	\$0.00	\$188.64
San Juan, Silvia	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Sanchez, Maria Lourdes	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Sandoval, Consuelo	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Schwarz, Terry	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
Seldt, Patricia J	40.00	8	15.10	22.64	\$603.84	\$101.16	\$704.99
Silva, Guadalupe	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Sotelo, Crecencio	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Stephens, Norman	40.00	24.25	11.98	17.34	\$482.40	\$420.60	\$902.99
Taboada, Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Tint, Davi San	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Trejo, Claudia	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Valdes, Carlos	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Valentin Blanco, Juan	40.00	20	10.20	15.30	\$408.00	\$206.00	\$614.00
Velasquez, Lourdes	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Velasquez, Martha	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Webb, Eddie	40.00	8	16.39	25.48	\$679.48	\$203.84	\$883.29
Zarate, Maria	40.00	12	10.20	15.30	\$408.00	\$183.60	\$591.60

Reg Hours	OT Hours	Reg Bill	OT Bill	Total Bill
3,442.25	585.50	38,934.34	9,586.12	48,620.45
Total				

Please Remit Payment To:

RMC b.o Eagle Personnel, Inc.

P O Box 851974

Cleveland, OH 44193

***Please include the invoice number on your check

Thank You For Using Eagle Personnel!!!

Page 2 of 2

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding Limited Cleveland OH

A UCC 1 financing statement has been filed in your state to perfect this secured investment

*Duraco Plastics*

1109 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice Number 07-100-010
Invoice Date 10/10/2007
Invoice Term 30 Days

Labor Invoice for Week Ending 10/07/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Aranda, Ana	29.00	0	14.19	21.20	\$409.70	\$0.00	\$409.70
Arreola, Elizabeth	36.25	0	10.20	15.30	\$369.75	\$0.00	\$369.75
Arteaga, Maria	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
Avila, Maria E	22.50	0	15.19	22.84	\$339.66	\$0.00	\$339.66
Avina, Maria	36.00	0	10.20	15.30	\$367.20	\$0.00	\$367.20
Ayala, Guadalupe	38.00	0	10.20	15.30	\$397.80	\$0.00	\$397.80
Banjo, Carlos	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Barnett, Bruce	40.00	0	11.56	17.34	\$482.40	\$0.00	\$482.40
Barrera, Alma	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Barrera, Graciela	20.00	0	10.20	15.30	\$204.00	\$0.00	\$204.00
Barrera, Lidia	20.00	0	10.20	15.30	\$204.00	\$0.00	\$204.00
Blanco, Francisco	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Bordon, Yuridia	38.50	0	10.20	15.30	\$372.30	\$0.00	\$372.30
Canales, Angelica	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
Carter, Howie L	40.00	0	14.13	21.20	\$568.22	\$0.00	\$568.22
Castro, Obdulia	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Chauhan, Kunjan	39.75	0	14.13	21.20	\$581.68	\$0.00	\$581.68
Clay, Ellis	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Conaway, Tyrone	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
Contreras, Margarito	24.00	0	10.54	15.81	\$252.96	\$0.00	\$252.96
Dominguez, Jesica	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
Donis, Irma	40.00	0	15.10	22.64	\$603.64	\$0.00	\$603.64
Elchele, David	40.00	0	10.56	15.82	\$436.20	\$0.00	\$436.20
Encarnacion, Teresa	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Esparza, Marthe	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
Espinosa, Margela	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Garcia, Rosa Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Gazinski, Mark	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Gonzalez, Ana	23.75	0	10.54	15.81	\$280.33	\$0.00	\$280.33
Gonzalez, Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Granados, Emmanuel	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Heard, Lanetta	40.00	0	15.10	22.64	\$603.64	\$0.00	\$603.64
Hernandez, Raul	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Jimenez, Maribel	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Johnson, Gwendolyn J	40.00	0	15.10	22.64	\$603.64	\$0.00	\$603.64
Johnson, Shayne	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Juarez, Juan Torillo	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
King, Oliver	40.00	0	15.10	22.64	\$603.64	\$181.16	\$784.80
Lagunas, Merced	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Ledesma, Matilde	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Lee, Cheryl	40.00	0	14.13	21.20	\$585.22	\$0.00	\$585.22
Leonard, Tammy	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Maline, Joyce H	19.00	0	10.20	15.30	\$193.80	\$0.00	\$193.80
Manning, Carl	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
Marshall, Terrell	40.00	2	13.50	20.40	\$544.00	\$40.00	\$584.00
Martinez, Paublino	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding, Limited, Cleveland, Ohio.

A UCC-1 financing statement has been filed in your state to perfect this secured investment.

EXHIBIT

B-2

Eagle**Duraco Plastics**

1100 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice Number 07-188-010
Invoice Date 10/10/2007
Invoice Terms 30 Days

Labor Invoice for Week Ending 10/07/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Marvel, Hermie	40.00	0	16.10	22.64	\$603.64	\$0.00	\$603.64
Mazhary, Shahab Ahmed	40.00	0	16.99	23.48	\$679.46	\$0.00	\$679.46
Malchor, Irma	32.00	0	16.64	19.81	\$537.28	\$0.00	\$537.28
Mendoza, Guadalupe	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Moloney, Michael R	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Monarez, Benito	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Montenegro, Reyna	8.00	0	16.64	19.81	\$84.32	\$0.00	\$84.32
Moore, William	40.00	0	12.24	16.36	\$489.60	\$0.00	\$489.60
Napel, Mark	40.00	0	15.98	23.97	\$539.20	\$0.00	\$539.20
Nicetoro, Rosalies	40.00	0	16.64	19.81	\$521.60	\$0.00	\$521.60
Nunez, Antonia Sosa	40.00	0	14.61	21.91	\$584.26	\$0.00	\$584.26
Ocampo, Diego	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Ocampo, Simon	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Parra, Roberto	15.75	0	16.64	19.81	\$166.01	\$0.00	\$166.01
Perez, Domingo	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Reyes, Manuel	32.00	0	16.64	19.81	\$337.28	\$0.00	\$337.28
Rodriguez, Araceli	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Rodriguez, Juan Francisco	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Rosas, Beatriz	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Romero, Ana	36.00	0	10.20	15.30	\$367.20	\$0.00	\$367.20
Romero, Carla	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Salenga, Analiza G	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
San Juan, Silvia	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Sanchez, Maria Lourdes	40.00	0	16.64	19.81	\$521.60	\$0.00	\$521.60
Sandoval, Consuelo	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Santos, Alicia	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Schwartz, Terry	40.00	0	16.10	22.64	\$603.64	\$0.00	\$603.64
Seidl, Patricia J	10.00	0	16.10	22.64	\$163.64	\$0.00	\$163.64
Silva, Guadalupe	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Sotelo, Crecencio	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Stephens, Norman	40.00	0	11.88	17.34	\$472.40	\$0.00	\$472.40
Taboada, Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Tint, Dav San	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Trejo, Claudia	20.00	0	10.20	15.30	\$204.00	\$0.00	\$204.00
Trejo, Salvador	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Valdes, Carlos	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Valentin Blanco, Juan	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Velazquez, Lourdes	40.00	0.25	10.20	15.30	\$408.00	\$3.83	\$411.83
Velazquez, Martha	33.50	0	10.20	15.30	\$341.70	\$0.00	\$341.70
Webb, Eddie	40.00	0	16.99	23.48	\$679.46	\$0.00	\$679.46
Zarate, Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00

	Reg Hours	OT Hours		Reg Bill	OT Bill	Total Bill
Total	3,035.00	10.25		\$4,652.34	225.78	\$4,878.12

Please Remit Payment To:

RMC f.b.o Eagle Personnel, Inc
P.O. Box 931974
Cleveland, OH 44193

****Please include the invoice number on your check

Thank You For Using Eagle Personnel!!!

Page 2 of 2

All Proceeds of this invoice have been assigned to and are the property of Advanced Payroll Funding, Limited, Cleveland Ohio

A UCC-1 financing statement has been filed in your state to perfect this secured investment



Duraco Plastics
1100 B Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice Number 07-100-011
Invoice Date 10/16/2007
Invoice Terms 30 Days

Labor Invoice for Week Ending 10/14/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Arteaga, Maria	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Ayala, Maria	40.00	0	10.80	15.30	\$408.00	\$0.00	\$408.00
Ayala, Guadalupe	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Baplo, Carlos	39.00	0	10.20	15.30	\$397.80	\$0.00	\$397.80
Barnett, Bruce	40.00	0	11.66	17.34	\$462.40	\$0.00	\$462.40
Barrera, Alma	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Borjon, Yuridla	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Canales, Angelica	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
Carter, Howie L.	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Castro, Obdulia	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Chauhan, Kunjan	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Clay, Eille	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Contreras, Margarito	7.50	0	10.54	15.81	\$79.05	\$0.00	\$79.05
Dominguez, Jessica	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Donis, Irma	40.00	0	15.10	22.64	\$603.64	\$0.00	\$603.64
Eichele, David	40.00	0	10.00	15.32	\$408.00	\$0.00	\$408.00
Engamacion, Teresa	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Esperza, Martha	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Espinosa, Marcela	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Garcia, Rosa Maria	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Gazinski, Mark	8.00	0	10.54	15.81	\$64.32	\$0.00	\$64.32
Gonzalez, Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Heard, Lenetta	16.00	0	15.10	22.64	\$241.64	\$0.00	\$241.64
Hernandez, Raul	40.00	8	10.88	15.32	\$436.20	\$130.68	\$566.78
Jimenez, Maribel	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Johnson, Gwendolyn J	40.00	0	15.10	22.64	\$603.64	\$0.00	\$603.64
Johnson, Shayne	35.00	0	10.20	15.30	\$557.00	\$0.00	\$557.00
Juarez, Juan Torillo	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
King, Oliver	16.00	0	15.10	22.64	\$241.54	\$0.00	\$241.54
Lagunas, Merced	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Ledesma, Matilde	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Lee, Cheryl	24.00	0	14.13	21.20	\$339.12	\$0.00	\$339.12
Leonard, Tammy	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Manning, Carl	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Marshall, Terrell	39.50	0	13.80	20.40	\$537.20	\$0.00	\$537.20
Martinez, Paubilino	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding, Limited, Cleveland OH.

A UCC-1 financing statement has been filed in your state to perfect this secured investment.

EXHIBIT

B-3

Eagle Personnel**Duraco Plastics**

1109 E. Lake St

Stromwood, IL 60107

Alt: Kevin Lynch

Invoice Number 07-100-011

Invoice Date 10/18/2007

Invoice Terms 30 Days

Labor Invoice for Week Ending 10/14/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Marvel, Hermie	40.00	0	15.10	22.84	\$603.84	\$0.00	\$603.84
Mazhary, Shahab Ahmad	40.00	0	15.89	25.48	\$679.48	\$0.00	\$679.48
Mendoza, Guadalupe	40.00	0	16.20	15.30	\$640.00	\$0.00	\$640.00
Moloney, Michael R	40.00	0	14.19	21.20	\$565.22	\$0.00	\$565.22
Moore, William	40.00	0	12.24	18.38	\$489.60	\$0.00	\$489.60
Nagel, Mark	32.50	0	16.98	23.97	\$519.35	\$0.00	\$519.35
Nicoforo, Rosalynn	39.75	0	16.64	16.81	\$618.97	\$0.00	\$618.97
Nunez, Antonia Sosa	32.00	0	14.61	21.81	\$467.40	\$0.00	\$467.40
Ocampo, Diego	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Ocampo, Simon	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Parra, Roberto	32.00	0	16.64	16.81	\$537.28	\$0.00	\$537.28
Perez, Domingo	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Rodriguez, Juan Francisco	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Rosas, Beatriz	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Salanga, Ahaliza G	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
San Juan, Silvia	40.00	8	16.64	15.32	\$435.20	\$130.68	\$565.78
Sanchez, Maria Lourdes	32.00	0	16.64	16.81	\$537.28	\$0.00	\$537.28
Sandoval, Consuelo	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Santos, Alicia	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Schwartz, Terry	32.00	0	16.10	22.64	\$483.07	\$0.00	\$483.07
Seldl, Patricia J	40.00	0	15.10	22.64	\$803.84	\$0.00	\$803.84
Stephens, Norman	36.00	0	11.56	17.34	\$518.28	\$0.00	\$518.28
Taboada, Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Tini, Davi San	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Valdes, Carlos	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Valentin Blanco, Juan	39.50	0	10.20	15.30	\$402.90	\$0.00	\$402.90
Velasquez, Lourdes	40.00	8.25	16.88	15.82	\$436.20	\$134.64	\$569.84
Velasquez, Martha	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
Webb, Eddie	40.00	0	16.89	25.48	\$579.46	\$0.00	\$579.46
Zarate, Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00

	Reg Hours	OT Hours	Reg Bill	OT Bill	Total Bill
Total	2,294.75	24.25	26,504.70	395.76	26,800.46

Please Remit Payment To:

RMC f/b/o Eagle Personnel, Inc

P.O. Box 601974

Cleveland, OH 44193

****Please include the invoice number on your check

Thank You For Using Eagle Personnel!!!

Page 2 of 2

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding, Limited, Cleveland Ohio

A UCC-1 financing statement has been filed in your state to perfect this secured investment



Duraco Plastics

1109 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice #: 07-188-012
Date: 10/31/2007
Terms: 30 Days

Labor invoice for Week Ending 10/28/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Arteaga, Maria	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Avina, Maria	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Ayala, Guadalupe	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Banjo, Carlos	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Barnett, Bruce	40.00	0	11.66	17.34	\$462.40	\$0.00	\$462.40
Barrera, Alma	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
Borjon, Yuridia	40.00	4	10.20	15.30	\$408.00	\$61.20	\$469.20
Canales, Angelica	16.00	0	10.84	15.81	\$168.64	\$0.00	\$168.64
Carter, Howie L	40.00	6	14.13	21.20	\$565.22	\$127.17	\$692.39
Castro, Obdulia	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Chauhan, Kunjan	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Clay, Ellis	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Dominguez, Jesica	24.00	0	10.54	15.81	\$262.96	\$0.00	\$262.96
Donis, Irma	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
Elchele, David	40.00	4	10.88	16.32	\$435.20	\$65.28	\$500.48
Encarnacion, Teresa	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Esparza, Martha	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Espinosa, Marcela	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Garcia, Pedro	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Garcia, Rosa Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Gonzalez, Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Hernandez, Raul	20.00	0	10.88	16.32	\$217.60	\$0.00	\$217.60
Jimenez, Maribel	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
King, Oliver	32.00	0	15.10	22.64	\$483.07	\$0.00	\$483.07
Lagunas, Mercad	40.00	0	10.64	15.81	\$421.60	\$0.00	\$421.60
LeDesma, Matilde	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Lee, Cheryl	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Leonard, Tammy	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Maldonado, Eloisa	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
Marshall, Terrell	40.00	4.75	13.60	20.40	\$544.00	\$86.90	\$630.90
Martinez, Carlos	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Martinez, Paubilino	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Marvel, Hermie	40.00	4	15.10	22.64	\$803.84	\$90.68	\$894.42
Mazhary, Shahab Ahmad	40.00	0	16.99	25.48	\$679.46	\$0.00	\$679.46
Mendoza, Guadalupe	40.00	4	10.20	15.30	\$408.00	\$61.20	\$469.20
Moloney, Michael R	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Monroy, Rosa	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
Monjaraz, Benito	40.00	2	10.20	15.30	\$408.00	\$30.60	\$438.60
Moore, William	40.00	0	12.24	18.36	\$489.60	\$0.00	\$489.60
Nagel, Mark	40.00	16.5	15.98	23.97	\$639.20	\$395.51	\$1,034.71

All Proceeds of this Invoice have been assigned to and are the property of Advance Payroll Funding, Limited, Cleveland, Ohio

A UCC-1 financing statement has been filed in your state to perfect this secured investment

EXHIBIT

B-5



Duraco Plastics
1109 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice #: 07-188-013
Date: 10/31/2007
Terms: 30 Days

Labor Invoice for Week Ending 10/26/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Sanchez, Maria Lourdes	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Niceforo, Rosalies	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Nunez, Antonia Sosa	40.00	0	14.61	21.91	\$584.28	\$0.00	\$584.28
Ocampo, Diego	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Ocampo, Simon	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Parra, Roberto	8.00	0	10.54	15.81	\$84.32	\$0.00	\$84.32
Rodriguez, Juan Francisco	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Rosas, Beatriz	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Santos, Alicia	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Velasquez, Lourdes	40.00	0	10.88	16.32	\$436.20	\$146.88	\$582.08
Salenga, Analiza G	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
San Juan, Silvia	40.00	22.25	10.88	16.32	\$435.20	\$363.12	\$798.32
Schwartz, Terry	24.00	0	15.10	22.64	\$362.30	\$0.00	\$362.30
Stephens, Norman	40.00	0	11.58	17.34	\$462.40	\$0.00	\$462.40
Tint, Daw San	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Valdes, Carlos	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Valentin Blanco, Juan	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Velasquez, Martha	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Webb, Eddie	40.00	0	16.99	25.48	\$679.46	\$0.00	\$679.46
Zarate, Maria	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Seidl, Patricia J	16.00	0	15.10	22.64	\$241.64	\$0.00	\$241.64
Taboada, Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Reg Hours		OT Hours		Reg Bill		OT Bill	Total Bill
Total		2,172.00	84.50		25,021.82	1,560.83	26,582.66

Please Remit Payment To:

RMC f.b.o Eagle Personnel, Inc

P.O. Box 931974

Cleveland, OH 44193

***Please include the invoice number on your check

Thank You For Using Eagle Personnel!!!

Page 2 of 2

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding, Limited Cleveland Ohio

A UCC-1 financing statement has been filed in your state to perfect this secured investment



Duraco Plastics
1100 E Lake St
Streamwood, IL 60187
Attn: Kevin Lynch

Invoice Number 07-188-012
Invoice Date 10/23/2007
Invoice Terms 30 Days

Labor Invoice for Week Ending 10/14/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Arteaga, Merle	40.00		10.54	15.81	\$421.60	\$0.00	\$421.60
Avina, Maria	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Ayala, Guadalupe	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Banjo, Carlos	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Barnett, Bruce	40.00		11.56	17.34	\$462.40	\$0.00	\$462.40
Barrera, Alma	40.00		10.64	15.81	\$421.60	\$0.00	\$421.60
Borjon, Yuridia	32.00		10.20	15.30	\$328.40	\$0.00	\$328.40
Canales, Angelica	40.00		10.54	15.81	\$421.60	\$0.00	\$421.60
Carler, Howie L	40.00		14.13	21.20	\$565.22	\$0.00	\$565.22
Castro, Obdulia	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Chauhan, Kunjan	40.00		14.13	21.20	\$565.22	\$0.00	\$565.22
Clay, Ellis	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Dominguez, Jessica	40.00		10.54	15.81	\$421.60	\$0.00	\$421.60
Donis, Irma	40.00		15.10	22.64	\$603.84	\$0.00	\$603.84
Elchete, David	40.00		10.58	15.32	\$435.20	\$0.00	\$435.20
Encarnacion, Teresa	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Esparza, Martha	40.00		10.54	15.81	\$421.60	\$0.00	\$421.60
Espinosa, Marcela	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Garcia, Pedro	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Gardel, Rosa Maria	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Gonzalez, Maria	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Hernandez, Raul	40.00		10.88	16.32	\$435.20	\$0.00	\$435.20
Jimenez, Maribel	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
King, Oliver	40.00		15.10	22.64	\$603.84	\$0.00	\$603.84
Lagunas, Marced	40.00		10.54	15.81	\$421.60	\$0.00	\$421.60
Lee, Cheryl	32.00		14.13	21.20	\$565.22	\$0.00	\$565.22
Leonard, Tammy	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Lopez, Saul	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Manning, Carl	40.00		10.54	15.81	\$421.60	\$0.00	\$421.60
Marshall, Terrell	40.00		13.80	20.40	\$544.00	\$0.00	\$544.00
Martinez, Paublino	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Marvel, Hemis	16.00		16.10	22.64	\$241.54	\$0.00	\$241.54
Mazhary, Shahab Ahmad	40.00		10.50	15.48	\$579.48	\$0.00	\$579.48
Mendoza, Guadalupe	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Moloney, Michael R	40.00		14.13	21.20	\$565.22	\$0.00	\$565.22
Moore, William	40.00		12.24	18.36	\$469.60	\$0.00	\$469.60
Morales, Vogar C	32.00		10.20	15.30	\$328.40	\$0.00	\$328.40
Nagel, Mark	40.00	0.25	16.00	23.97	\$539.20	\$6.00	\$545.19
Niceforo, Rosalies	40.00		10.54	15.81	\$421.60	\$0.00	\$421.60
Nunez, Antonia Sosa	40.00		14.81	21.91	\$584.20	\$0.00	\$584.20
Ocampo, Diego	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Ocampo, Simon	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Parra, Roberto	40.00		10.54	15.81	\$421.60	\$0.00	\$421.60
Rodriguez, Juan Francisco	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Rosas, Beatriz	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding, Limited, Cleveland, Ohio

A UCC-1 financing statement has been filed in your state to perfect this secured investment

EXHIBIT

B-4

**Dunlap Plastics**

1100 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice Number 07-188-012
Invoice Date 10/23/2007
Invoice Terms 30 Days

Labor Invoice for Week Ending 10/21/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Sanchez, Maria Lourdes	32.00		10.54	15.81	\$337.28	\$0.00	\$337.28
Santos, Alicia	32.00		10.20	15.30	\$328.40	\$0.00	\$328.40
Velasquez, Lourdes	32.00		10.88	15.32	\$348.16	\$0.00	\$348.16
Salenga, Analiza G	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
San Juan, Silvia	40.00		10.88	15.32	\$436.20	\$0.00	\$436.20
Schwartz, Terry	40.00		15.10	22.84	\$603.84	\$0.00	\$603.84
Stephens, Norman	40.00		11.58	17.34	\$462.40	\$0.00	\$462.40
Tint, Daw San	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Valdes, Carlos	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Valentin Blanco, Juan	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Velasquez, Martha	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00
Webb, Eddie	40.00		18.99	25.48	\$879.48	\$0.00	\$879.48
Zarate, Maria	40.00		10.20	15.30	\$408.00	\$0.00	\$408.00

Total	Reg Hours 1,688.00	OT Hours 0.00	Reg Bill 18,960.14	OT Bill 0.00	Total Bill 25,712.28
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Please Remit Payment To:
RMC F&O Eagle Personnel, Inc
P O Box 931074
Cleveland, OH 44193

***Please include the invoice number on your check

Thank You For Using Eagle Personnel!!!

Page 2 of 2

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding, Limited, Cleveland Ohio.

A UCC-1 financing statement has been filed in your state to perfect this secured investment.

**Duraco Plastics**

1109 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice #: 07-188-014
Date: 11/6/2007
Terms: 30 Days

Labor Invoice for Week Ending 11/04/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Arteaga, Maria	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Avila, Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Ayala, Guadalupe	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Banjo, Carlos	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Barnett, Bruce	40.00	0	11.58	17.34	\$462.40	\$0.00	\$462.40
Barrera, Alma	24.00	0	10.54	15.81	\$252.96	\$0.00	\$252.96
Borjon, Yuridia	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Canales, Angelica	7.76	0	10.54	15.81	\$81.69	\$0.00	\$81.69
Carter, Howie L.	34.50	0	14.13	21.20	\$487.50	\$0.00	\$487.50
Castro, Obdulia	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Chauhan, Kunjan	40.00	0	14.13	21.20	\$568.22	\$0.00	\$568.22
Clay, Ellis	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Dominguez, Jesica	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Donis, Irma	40.00	0	16.10	22.64	\$603.84	\$0.00	\$603.84
Eichele, David	40.00	0	10.88	16.32	\$435.20	\$0.00	\$435.20
Encarnacion, Teresa	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Esparza, Martha	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Espinosa, Marcela	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Garcia, Pedro	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Garcia, Rosa Maria	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Gonzalez, Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Jimenez, Maribel	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
King, Oliver	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
Lagunas, Merced	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Ledesma, Matilde	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Lee, Cheryl	40.00	0	14.13	21.20	\$568.22	\$0.00	\$568.22
Leonard, Tammy	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Marshall, Terrell	32.25	0	13.60	20.40	\$438.60	\$0.00	\$438.60
Martinez, Carlos	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Martinez, Paubilino	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Marval, Hermie	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
Mazhary, Shahab Ahmad	40.00	0	16.89	25.48	\$679.40	\$0.00	\$679.40
Mendoza, Guadalupe	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Moloney, Michael R	40.00	0	14.13	21.20	\$568.22	\$0.00	\$568.22
Monteraz, Benito	39.50	0	10.20	15.30	\$402.90	\$0.00	\$402.90
Moore, William	40.00	0	12.24	18.36	\$489.60	\$0.00	\$489.60
Nagel, Mark	40.00	0.25	15.98	23.97	\$539.20	\$5.98	\$545.18

All proceeds of this invoice have been assigned to and are the property of Advanced Payroll Funding, Limited, Cleveland Ohio

A UCC-1 financing statement has been filed in your state to perfect this secured investment

EXHIBIT

B-6

**Duraco Plastics**

1109 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice #: 07-188-014
Date: 11/8/2007
Terms: 30 Days

Labor Invoice for Week Ending 11/04/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Niceforo, Rosalies	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
Nunez, Antonia Sosa	40.00	0	14.61	21.91	\$584.25	\$0.00	\$584.25
Ocampo, Diego	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Ocampo, Simon	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Rodriguez, Juan Francisco	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Rosas, Beatriz	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Salenga, Analiza G	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
San Juan, Silvia	40.00	8	10.88	16.32	\$435.20	\$130.56	\$565.76
Sanchez, Maria Lourdes	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
Santos, Alicia	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Schwartz, Terry	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
Seldl, Patricia J	24.00	0	15.10	22.64	\$362.30	\$0.00	\$362.30
Stephens, Norman	40.00	0	11.58	17.34	\$462.40	\$0.00	\$462.40
Taboada, Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Tint, Dew San	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Valdes, Carlos	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Valentin Blanco, Juan	31.50	0	10.20	15.30	\$321.30	\$0.00	\$321.30
Velasquez, Lourdes	40.00	0	10.88	16.32	\$436.20	\$0.00	\$436.20
Webb, Eddie	40.00	0	16.99	25.48	\$679.46	\$0.00	\$679.46
Zarate, Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Total	2,105.50	8.25			24,427.66	136.55	24,564.22

Please Remit Payment To:

RMC f.b.o Eagle Personnel, Inc

P.O. Box 931974

Cleveland, OH 44193

***Please include the invoice number on your check

Thank You For Using Eagle Personnel!!!

Page 2 of 2

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding Limited, Cleveland Ohio.

A UCC-1 financing statement has been filed in your state to perfect this secured investment



Duraco Plastics
1109 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice #: 07-188-015
Date: 11/13/2007
Terms: 30 Days

Labor Invoice for Week Ending 11/11/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Avina, Maria	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Ayala, Guadalupe	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Banjo, Carlos	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Borjon, Yuridia	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Carter, Howie L	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Castro, Obdulia	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Chauhan, Kunjan	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Clay, Ellis	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Donis, Irma	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
Elchele, David	40.00	0	10.88	16.32	\$435.20	\$0.00	\$435.20
Encarnacion, Teresa	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Esparza, Martha	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Espinosa, Marcela	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Garcia, Pedro	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Garcia, Rosa Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Gonzalez, Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Jimenez, Maribel	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Ledesma, Matilde	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Leonard, Tammy	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Marshall, Terrell	40.00	0	13.60	20.40	\$544.00	\$0.00	\$544.00
Martinez, Carlos	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Martinez, Paublino	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
Marvel, Hermie	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
Mazhary, Shahab Ahmad	40.00	0	16.99	25.48	\$679.46	\$0.00	\$679.46
Mendoza, Guadalupe	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
Moloney, Michael R	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Monjaraz, Benito	40.00	4.25	10.20	15.30	\$408.00	\$65.03	\$473.03
Moore, William	40.00	0	12.24	18.36	\$489.60	\$0.00	\$489.60
Nagel, Mark	40.00	0.5	15.98	23.97	\$639.20	\$11.99	\$651.19

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding, Limited, Cleveland Ohio.

A UCC-1 financing statement has been filed in your state to perfect this secured investment

EXHIBIT

B-7



Duraco Plastics
 1109 E Lake St
 Streamwood, IL 60107
 Attn: Kevin Lynch

Invoice #: 07-188-016
 Date: 11/13/2007
 Terms: 30 Days

Labor Invoice for Week Ending 11/11/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Ocampo, Diego	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Ocampo, Simon	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
Rodriguez, Juan Francisco	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Rosas, Beatriz	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
San Juan, Silvia	40.00	0	10.88	16.32	\$436.20	\$0.00	\$436.20
Schwartz, Terry	40.00	0	15.10	22.84	\$603.84	\$0.00	\$603.84
Seidl, Patricia J	40.00	0	15.10	22.84	\$603.84	\$0.00	\$603.84
Stephens, Norman	40.00	0	11.56	17.34	\$462.40	\$0.00	\$462.40
Taboada, Maria	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Tint, Daw San	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Valdes, Carlos	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Valentin Blanco, Juan	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Velasquez, Lourdes	40.00	2	10.88	16.32	\$435.20	\$32.64	\$467.84
Zarate, Maria	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Reg Hours		OT Hours		Reg Bill		OT Bill	Total Bill
Total		1,376.00	6.75		16,160.08	109.65	16,269.71

Please Remit Payment To:
 RMC f b.o Eagle Personnel, Inc
 P.O. Box 931974
 Cleveland, OH 44193
 ***Please include the invoice number on your check

Thank You For Using Eagle Personnel!!!

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding Limited Cleveland Ohio
 A UCC-1 financing statement has been filed in your state to perfect this secured investment

*Duraco Plastics*

1109 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice #: 07-188-015b
Date: 11/19/2007
Terms: 30 Days

Labor Invoice for Week Ending 11/11/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Arteaga, Maria	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
Barnett, Bruce	32.00	0	11.66	17.34	\$369.92	\$0.00	\$369.92
Barrera, Alma	8.00	0	10.54	15.81	\$84.32	\$0.00	\$84.32
Dominguez, Jessica	8.00	0	10.54	15.81	\$84.32	\$0.00	\$84.32
Johnson, Gwendolyn J	32.00	0	15.10	22.84	\$483.07	\$0.00	\$483.07
King, Oliver	32.00	0	15.10	22.84	\$483.07	\$0.00	\$483.07
Lagunas, Merced	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
Lee, Cheryl	24.00	0	14.13	21.20	\$339.13	\$0.00	\$339.13
Niceforo, Rosalies	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
Nunez, Antonia Sosa	32.00	0	14.61	21.91	\$467.40	\$0.00	\$467.40
Salenga, Analiza G	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
Sanchez, Maria Lourdes	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
Santos, Alicia	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
Webb, Eddie	32.00	0	16.99	25.48	\$543.56	\$0.00	\$543.56

	Reg Hours	OT Hours	Reg Bill	OT Bill	Total Bill
Total	392.00	0.00	4,878.48	0.00	4,878.48

Please Remit Payment To:
RMC 1.b.o Eagle Personnel, Inc
P.O. Box 931974
Cleveland, OH 44193
****Please include the Invoice number on your check

Thank You For Using Eagle Personnel!!!

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding, Limited, Cleveland Ohio
A UCC 1 financing statement has been filed in your state to perfect this secured investment

EXHIBIT

B-8

*Duraco Plastics*

1109 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice #: 07-188-016
Date: 11/19/2007
Terms: 30 Days

Labor Invoice for Week Ending 11/18/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Alfaro, Eloy	8.00	0	10.54	15.81	\$84.32	\$0.00	\$84.32
Andrade, Esther	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
Arteaga, Maria	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Avila, Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Ayala, Guadalupe	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Banjo, Carlos	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Barnett, Bruce	40.00	0	11.56	17.34	\$462.40	\$0.00	\$462.40
Barrera, Alma	16.00	0	10.54	15.81	\$168.64	\$0.00	\$168.64
Borjon, Yuridia	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Canales, Angelica	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Carter, Howie L	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Castro, Obdulia	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Chauhan, Kunjan	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Colin, Brenda	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Contreras, Margarito	8.00	0	10.54	15.81	\$84.32	\$0.00	\$84.32
Dominguez, Jesica	8.00	0	10.54	15.81	\$84.32	\$0.00	\$84.32
Donis, Irma	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
Elchele, David	40.00	0	10.88	16.32	\$435.20	\$0.00	\$435.20
Esparza, Martha	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Espinosa, Marcela	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Froylan, Ramon	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Garcia, Pedro	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Garcia, Rosa Maria	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
Gomez, Jose	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Gomez, Sergio	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Gonzalez, Ana	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Gonzalez, Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Guentero, Heminia	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Jimenez, Maribel	34.00	0	10.20	15.30	\$346.80	\$0.00	\$346.80
Johnson, Gwendolyn J	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
Juarez, Maria I	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
King, Oliver	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
Lagunas, Merced	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Ledesma, Matilde	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Lee, Cheryl	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Leonard, Tammy	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Marshall, Terrell	40.00	6	13.60	20.40	\$544.00	\$122.40	\$666.40
Martinez, Paublino	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Marvel, Hermie	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
Mazhary, Shahab Ahmad	40.00	0	16.99	25.48	\$679.46	\$0.00	\$679.46

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding, Limited, Cleveland Ohio

A UCC-1 financing statement has been filed in your state to perfect this secured investment

EXHIBIT

B-9

**Duraco Plastics**

1109 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice #: 07-188-016
Date: 11/19/2007
Terms: 30 Days

Labor Invoice for Week Ending 11/18/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Moloney, Michael R	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Morlazar, Benito	40.00	8	10.20	16.30	\$408.00	\$122.40	\$530.40
Moore, William	40.00	0	12.24	18.36	\$489.60	\$0.00	\$489.60
Nagel, Mark	40.00	0	15.98	23.97	\$539.20	\$0.00	\$539.20
Niceforo, Rosalses	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Nunez, Antonia Sosa	40.00	0	14.61	21.91	\$584.26	\$0.00	\$584.26
Ocampo, Diego	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Ocampo, Simon	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Parra, Roberto	15.50	0	10.54	15.81	\$163.37	\$0.00	\$163.37
Rivera, Miguel	8.00	0	10.54	15.81	\$84.32	\$0.00	\$84.32
Rodriguez, Juan Francisco	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Selenga, Analiza G	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
San Juan, Silvia	40.00	11	10.88	16.32	\$435.20	\$179.52	\$614.72
Sanchez, Maria Lourdes	36.20	0	10.54	15.81	\$381.55	\$0.00	\$381.55
Santos, Alicia	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Schwartz, Terry	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
Seidl, Patricia J	32.00	0	15.10	22.64	\$483.07	\$0.00	\$483.07
Stephens, Norman	40.00	0	11.56	17.34	\$462.40	\$0.00	\$462.40
Taboada, Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Tint, Daw San	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Velasquez, Lourdes	40.00	4	10.88	16.32	\$435.20	\$65.28	\$500.48
Webb, Eddie	32.00	0	16.99	26.48	\$543.56	\$0.00	\$543.56
	Reg Hours	OT Hours			Reg Bill	OT Bill	Total Bill
Total	2,125.70	29.00			24,893.65	489.60	25,383.25

Please Remit Payment To:

RMC f.b.o Eagle Personnel, Inc

P.O. Box 931974

Cleveland, OH 44193

****Please include the Invoice number on your check.

Thank You For Using Eagle Personnel!!!

Page 2 of 2

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding, Limited, Cleveland Ohio

A UCC-1 financing statement has been filed in your state to perfect this secured investment

**Duraco Plastics**

1109 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice #: 07-188-017
Date: 11/28/2007
Terms: 30 Days

Labor Invoice for Week Ending 11/25/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Andrade, Esther	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
Arteaga, Maria	24.00	0	10.54	15.81	\$252.96	\$0.00	\$252.96
Avina, Maria	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Ayala, Guadalupe	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Banio, Carlos	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Barnett, Bruce	24.00	0	11.56	17.34	\$277.44	\$0.00	\$277.44
Barrera, Alma	24.00	0	10.54	15.81	\$252.96	\$0.00	\$252.96
Borjon, Yuridia	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Canales, Angelica	24.00	0	10.54	15.81	\$252.96	\$0.00	\$252.96
Carter, Howie L	24.00	0	14.13	21.20	\$339.13	\$0.00	\$339.13
Castro, Obdulia	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Chauhan, Kunjan	24.00	0	14.13	21.20	\$339.13	\$0.00	\$339.13
Donis, Irma	24.00	0	15.10	22.64	\$362.30	\$0.00	\$362.30
Eichele, David	16.00	0	10.88	16.32	\$174.08	\$0.00	\$174.08
Esparza, Martha	24.00	0	10.54	15.81	\$252.96	\$0.00	\$252.96
Espinosa, Marcela	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Froylan, Ramon	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Garcia, Pedro	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Gomez, Jose	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Gomez, Sergio	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Gonzalez, Ana	24.00	0	10.54	15.81	\$252.96	\$0.00	\$252.96
Gonzalez, Maria	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Guerrero, Herminia	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Jimenez, Jose	15.75	0	10.20	15.30	\$160.65	\$0.00	\$160.65
Jimenez, Maribel	25.50	0	10.20	15.30	\$260.10	\$0.00	\$260.10
Johnson, Gwendolyn J	24.00	0	15.10	22.64	\$362.30	\$0.00	\$362.30
King, Oliver	16.00	0	15.10	22.64	\$241.54	\$0.00	\$241.54
Legunas, Merced	24.00	0	10.54	15.81	\$252.96	\$0.00	\$252.96
Ledesma, Matilde	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Lee, Cheryl	28.00	0	14.13	21.20	\$395.65	\$0.00	\$395.65
Leonard, Tammy	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Maldonado, Eloisa	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Marshall, Terrell	31.25	0	13.60	20.40	\$425.00	\$0.00	\$425.00
Martinez, Paublino	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Marvel, Hermie	24.00	0	15.10	22.64	\$362.30	\$0.00	\$362.30
Mazhary, Shahab Ahmad	24.00	0	16.99	25.48	\$407.67	\$0.00	\$407.67

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding, Limited, Cleveland Ohio

A UCC-1 financing statement has been filed in your state to perfect this secured investment

EXHIBIT

B-10

**Duraco Plastics**

1109 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice #: 07-188-017
Date: 11/28/2007
Terms: 30 Days

Labor Invoice for Week Ending 11/28/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Moloney, Michael R	24.00	0	14.13	21.20	\$339.13	\$0.00	\$339.13
Monjaraz, Benito	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Moore, William	24.00	0	12.24	18.38	\$293.76	\$0.00	\$293.76
Nagel, Mark	24.00	0	15.98	23.97	\$383.52	\$0.00	\$383.52
Niceforo, Rosalinda	24.00	0	10.54	15.81	\$252.96	\$0.00	\$252.96
Nunez, Antonia Sosa	28.00	0	14.81	21.91	\$408.98	\$175.28	\$684.26
Ocampo, Diego	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Ocampo, Simon	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Rivera, Roberto	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Rodriguez, Juan Francisco	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Salanga, Analiza G	24.00	0	10.54	15.81	\$252.96	\$0.00	\$252.96
San Juan, Silvia	24.25	0	10.88	16.32	\$263.84	\$0.00	\$263.84
Sanchez, Maria Lourdes	26.00	0	10.54	15.81	\$274.04	\$0.00	\$274.04
Santos, Alicia	24.00	0	10.54	15.81	\$252.96	\$0.00	\$252.96
Schwartz, Terry	24.00	0	15.10	22.64	\$362.30	\$0.00	\$362.30
Seidl, Patricia J	24.00	0	15.10	22.64	\$362.30	\$0.00	\$362.30
Stephens, Norman	24.00	0	11.56	17.34	\$277.44	\$0.00	\$277.44
Taboada, Maria	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Tint, Daw San	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Velasquez, Lourdes	16.25	0	10.88	16.32	\$176.80	\$0.00	\$176.80
Webb, Eddie	24.00	0	16.99	25.48	\$407.67	\$0.00	\$407.67
	Reg Hours	OT Hours			Reg Bill	OT Bill	Total Bill
Total	1,315.00	8.00			15,400.93	175.28	15,576.21

Please Remit Payment To:

RMC f.b.o Eagle Personnel, Inc

P.O. Box 931974

Cleveland, OH 44193

****Please include the invoice number on your check

Thank You For Using Eagle Personnel!!

Page 2 of 2

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding, Limited Cleveland Ohio

A UCC-1 financing statement has been filed in your state to perfect this secured investment

**Duraco Plastics**

1109 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice #: 07-188-018
Date: 12/3/2007
Terms: 30 Days

Labor Invoice for Week Ending 12/02/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Alfaro, Eloy	1.00	0	10.54	15.81	\$10.54	\$0.00	\$10.54
Andrade, Esther	9.25	0	10.20	15.30	\$94.35	\$0.00	\$94.35
Arteaga, Maria	40.00	8	10.54	15.81	\$421.60	\$128.48	\$548.08
Ayala, Alonso	17.00	0	10.20	15.30	\$173.40	\$0.00	\$173.40
Avina, Maria	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Ayala, Guadalupe	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Banjo, Carlos	40.00	7.75	10.20	15.30	\$408.00	\$118.58	\$526.58
Barnett, Bruce	40.00	8	11.56	17.34	\$482.40	\$138.72	\$601.12
Barrera, Alma	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Borjon, Yuridia	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Canales, Angelica	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Carter, Howie L	40.00	8	14.13	21.20	\$565.22	\$169.56	\$734.78
Castro, Obdulia	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Chauhan, Kunjan	40.00	8	14.13	21.20	\$565.22	\$169.56	\$734.78
Contreras, Margarito	8.00	0	10.54	15.81	\$84.32	\$0.00	\$84.32
Donis, Irma	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
Eichele, David	40.00	8	10.88	16.32	\$435.20	\$130.56	\$565.76
Esparza, Martha	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Espinosa, Marcela	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Froylan, Ramon	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Garcia, Pedro	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Gomez, Jose	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Gonzalez, Ana	40.00	0	10.64	15.81	\$421.60	\$0.00	\$421.60
Gonzalez, Maria	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Guerrero, Heminia	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Jimenez, Jose	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Jimenez, Maribel	40.00	11	10.20	15.30	\$408.00	\$168.30	\$576.30
Johnson, Gwendolyn J	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
King, Oliver	40.00	8	15.10	22.64	\$603.84	\$181.15	\$784.99
Lagunas, Marced	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Ledesma, Matilde	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Lee, Cheryl	32.00	0	14.13	21.20	\$452.17	\$0.00	\$452.17
Leonard, Tammy	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Maldonado, Eloisa	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Marshall, Terrell	37.75	0	13.60	20.40	\$513.40	\$0.00	\$513.40
Martinez, Paublino	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Marvel, Hermie	40.00	8	15.10	22.64	\$603.84	\$181.15	\$784.99
Mazhary, Shahab Ahmad	40.00	8	16.99	25.48	\$679.46	\$203.84	\$883.29

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding, Limited, Cleveland Ohio

A UCC-1 financing statement has been filed in your state to perfect this secured investment

EXHIBIT

B-11

*Duraco Plastics*

1109 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice #: 07-188-018
Date: 12/3/2007
Terms: 30 Days

Labor Invoice for Week Ending 12/02/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Moloney, Michael R	40.00	8	14.13	21.20	\$565.22	\$169.56	\$734.78
Monjaraz, Benito	40.00	8.25	10.20	15.30	\$408.00	\$126.23	\$534.23
Moore, William	40.00	8	12.24	18.38	\$489.60	\$146.88	\$636.48
Nagel, Mark	40.00	8	15.98	23.97	\$639.20	\$191.76	\$830.96
Niceforo, Rosalses	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Nunez, Antonia Sosa	40.00	16	14.51	21.91	\$684.26	\$350.56	\$934.81
Ocampo, Diego	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Ocampo, Simon	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Parra, Roberto	40.00	8	10.54	15.81	\$421.60	\$126.48	\$548.08
Rivera, Miguel	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Rivera, Roberto	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Rodriguez, Juan Francisco	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Salenga, Analiza G	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
San Juan, Silvia	40.00	8.25	10.88	16.32	\$436.20	\$134.84	\$569.84
Sanchez, Maria Lourdes	40.00	8	10.54	15.81	\$421.60	\$126.48	\$548.08
Santos, Alicia	40.00	8	10.54	15.81	\$421.60	\$126.48	\$548.08
Schwartz, Terry	40.00	0	16.10	22.64	\$603.84	\$0.00	\$603.84
Seidl, Patricia J	40.00	8	15.10	22.64	\$603.84	\$161.15	\$764.99
Stephens, Norman	40.00	8	11.58	17.34	\$462.40	\$138.72	\$601.12
Taboada, Maria	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Tint, Daw San	37.00	0	10.20	15.30	\$377.40	\$0.00	\$377.40
Velasquez, Lourdes	37.25	0	10.88	16.32	\$405.28	\$0.00	\$405.28
Webb, Eddie	40.00	8	16.99	25.48	\$679.46	\$203.84	\$883.29
	Reg Hours	OT Hours			Reg Bill	OT Bill	Total Bill
Total	2,291.26	291.25			26,658.32	5,201.88	31,860.20

Please Remit Payment To:

RMC f.b.o Eagle Personnel, Inc

P.O. Box 931974

Cleveland, OH 44193

****Please include the *Invoice number* on your check

Thank You For Using Eagle Personnel!!!

Page 2 of 2

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding Limited Cleveland Ohio

A UCC-1 financing statement has been filed in your state to perfect this secured investment

*Duraco Plastics*

1109 E Lake St
 Streamwood, IL 60107
 Attn: Kevin Lynch
 Invoice #: 07-188-019
 Date: 12/11/2007
 Terms: 30 Days

Labor Invoice for Week Ending 12/09/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Alfaro, Eloy	40.00	16	10.54	15.81	\$421.60	\$252.96	\$674.56
Arteaga, Maria	40.00	16	10.54	15.81	\$421.60	\$252.96	\$674.56
Aylna, Jesus	40.00	7.75	10.20	15.30	\$408.00	\$118.58	\$526.58
Aylna, Maria	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Ayala, Alonso	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Ayala, Gilberto	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
Ayala, Guadalupe	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Banjo, Carlos	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Barnett, Bruce	40.00	8	11.66	17.34	\$462.40	\$138.72	\$601.12
Barrera, Alma	40.00	8	10.54	15.81	\$421.60	\$126.48	\$548.08
Borfon, Yuridia	40.00	24	10.20	15.30	\$408.00	\$387.20	\$775.20
Canales, Angelica	40.00	8	10.54	15.81	\$421.60	\$126.48	\$548.08
Carter, Howie L.	40.00	20	14.13	21.20	\$585.22	\$423.91	\$989.13
Castro, Obdulia	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Chauhan, Kunjan	40.00	10	14.13	21.20	\$568.22	\$211.96	\$777.17
Contreras, Margarito	16.00	0	10.54	15.81	\$168.64	\$0.00	\$168.64
Dennis, Oscar	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Donis, Irma	40.00	16	15.10	22.64	\$603.84	\$382.30	\$966.14
Elchele, David	40.00	16	10.88	16.32	\$436.20	\$261.12	\$696.32
Esparza, Martha	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Espinosa, Marcela	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Garcia, Pedro	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Garcia, Ubaldo	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Giron, Justinano	40.00	16	10.54	15.81	\$421.60	\$252.96	\$674.56
Gomez, Jose	10.00	0	10.20	15.30	\$102.00	\$0.00	\$102.00
Gonzalez, Ana	40.00	16	10.54	15.81	\$421.60	\$262.96	\$674.56
Gonzalez, Maria	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Guerrero, Herminia	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Jimenez, Jose	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Jimenez, Maribel	40.00	11	10.20	15.30	\$408.00	\$168.30	\$576.30
Johnson, Gwendolyn J	40.00	16	15.10	22.64	\$603.84	\$382.30	\$966.14
Juarez, Martha	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
Juarez, Rosa	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
King, Oliver	40.00	8	15.10	22.64	\$603.84	\$181.15	\$784.99
Lagunas, Merced	40.00	16	10.54	15.81	\$421.60	\$262.96	\$674.56
Ledesma, Matilde	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Lee, Cheryl	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Leonard, Tammy	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Maldonado, Eloisa	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Marshall, Terrell	33.00	0	13.50	20.40	\$448.80	\$0.00	\$448.80
Martinez, Felicitas	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Martinez, Paublino	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Marvel, Hermie	40.00	8	15.10	22.64	\$603.84	\$181.15	\$784.99
Mazhary, Shahab Ahmad	40.00	20	16.99	25.48	\$679.46	\$609.59	\$1,189.05

EXHIBIT

B-12



Duraco Plastics
1109 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice #: 07-188-019
Date: 12/11/2007
Terms: 30 Days

Labor Invoice for Week Ending 12/09/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Mendez, Ana Maria	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Moloney, Michael R	40.00	16	14.13	21.20	\$565.22	\$339.13	\$904.35
Monjaraz, Benito	40.00	28.5	10.88	16.32	\$435.20	\$465.12	\$900.32
Moore, William	40.00	16	12.24	18.36	\$489.60	\$293.76	\$783.36
Nagel, Mark	40.00	8	15.98	23.97	\$639.20	\$191.76	\$830.96
Niceforo, Rosales	40.00	8	10.64	15.81	\$421.60	\$126.48	\$548.08
Nunez, Antonia Sosa	40.00	28	14.61	21.91	\$584.26	\$613.47	\$1,197.72
Ocampo, Simon	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Parra, Roberto	40.00	16	10.54	15.81	\$421.60	\$252.96	\$674.56
Rivera, Miguel	40.00	8	10.64	15.81	\$421.60	\$126.48	\$548.08
Rivera, Roberto	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Rodriguez, Juan Francisco	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Salenga, Analiza G	40.00	8	10.54	15.81	\$421.60	\$126.48	\$548.08
San Juan, Silvia	40.00	32.5	10.88	16.32	\$435.20	\$530.40	\$965.60
Sanchez, Maria Lourdes	40.00	6.25	10.54	15.81	\$421.60	\$98.81	\$520.41
Santos, Alicia	40.00	16	10.54	15.81	\$421.60	\$252.96	\$674.56
Schwartz, Terry	40.00	8	15.10	22.84	\$603.84	\$181.15	\$784.99
Seidl, Patricia J	40.00	8	15.10	22.84	\$603.84	\$181.15	\$784.99
Stephens, Norman	40.00	16	11.56	17.34	\$462.40	\$277.44	\$739.84
Taboada, Marla	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Teran, Bernardo	23.75	0	10.54	15.81	\$250.33	\$0.00	\$250.33
Tint, Daw San	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Valdes, Carlos	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Velasquez, Lourdes	16.25	0	10.88	16.32	\$176.80	\$0.00	\$176.80
Webb, Eddie	40.00	8	16.99	25.48	\$679.46	\$203.84	\$883.29
	Reg Hours	OT Hours			Reg Bill	OT Bill	Total Bill
Total	2,491.00	732.00			28,761.64	12,737.44	41,499.08

Please Remit Payment To:

RMC f b o Eagle Personnel, Inc
P.O. Box 931974
Cleveland, OH 44193

***Please include the invoice number on your check

Thank You For Using Eagle Personnel!!!

Page 2 of 2

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding, Limited, Cleveland Ohio

A UCC-1 financing statement has been filed in your state to perfect this secured investment.

**Duraco Plastics**

1109 E Lake St
 Streamwood, IL 60107
 Attn: Kevin Lynch
 Invoice #: 07-188-020
 Date: 12/18/2007
 Terms: 30 Days

Labor Invoice for Week Ending 12/16/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Alfaro, Eloy	40.00	16	10.54	15.81	\$421.60	\$252.96	\$674.56
Agullar, Jose	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
Andrade, Esther	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Arteaga, Maria	40.00	8	10.54	15.81	\$421.60	\$126.48	\$548.08
Avina, Jesus	40.00	14	10.20	15.30	\$408.00	\$214.20	\$622.20
Avina, Maria	40.00	12	10.20	15.30	\$408.00	\$183.60	\$591.60
Ayala, Guadalupe	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Balderas, Filemon	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
Banjo, Carlos	1.75	0	10.20	15.30	\$17.85	\$0.00	\$17.85
Barnett, Bruce	40.00	0	11.56	17.34	\$462.40	\$0.00	\$462.40
Barrera, Alma	40.00	8	10.54	15.81	\$421.60	\$126.48	\$548.08
Borjon, Yuridia	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Canales, Angelica	40.00	16	10.54	15.81	\$421.60	\$252.96	\$674.56
Carter, Howie L	40.00	8	14.13	21.20	\$566.22	\$169.56	\$734.78
Castro, Obdulia	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Chauhan, Kunjan	40.00	8	14.13	21.20	\$565.22	\$169.56	\$734.78
Contreras, Margarito	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
Dennis, Oscar	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Donis, Irma	40.00	16	15.10	22.64	\$603.84	\$362.30	\$966.14
Eichele, David	40.00	8	10.88	16.32	\$435.20	\$130.56	\$565.76
Esparza, Martha	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
Espinosa, Marcela	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Fiallo, Janett	7.75	0	10.20	15.30	\$79.05	\$0.00	\$79.05
Garcia, Pedro	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Garcia, Ubaldo	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Giron, Justhiano	8.00	0	10.54	15.81	\$84.32	\$0.00	\$84.32
Gonzalez, Ana	40.00	8	10.54	15.81	\$421.60	\$126.48	\$548.08
Gonzalez, Maria	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Jimenez, Jose	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Jimenez, Maribel	40.00	19.5	10.20	15.30	\$408.00	\$298.35	\$706.35
Johnson, Gwendolyn J	40.00	8	15.10	22.64	\$603.84	\$181.15	\$784.99
King, Oliver	40.00	16	15.10	22.64	\$603.84	\$362.30	\$966.14
Lagunas, Merced	40.00	16	10.54	15.81	\$421.60	\$252.96	\$674.56
Ledesma, Matilde	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Lee, Cheryl	40.00	16	14.13	21.20	\$565.22	\$339.13	\$904.35
Leonard, Tammy	40.00	20	10.20	15.30	\$408.00	\$306.00	\$714.00
Macfed, Henry	8.00	0	10.54	15.81	\$84.32	\$0.00	\$84.32
Maldonado, Eloisa	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Manuel, Celia	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
Marin, Jose	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Marshall, Terrell	40.00	2	13.60	20.40	\$544.00	\$40.80	\$584.60
Martinez, Felicitas	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Martinez, Paublino	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Marvel, Hemile	40.00	8	15.10	22.64	\$603.84	\$181.15	\$784.99

EXHIBIT

B-13

*Duraco Plastics*

1109 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice #: 07-188-020
Date: 12/18/2007
Terms: 30 Days

Labor Invoice for Week Ending 12/16/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Mazhary, Shahab Ahmad	40.00	8	16.99	25.48	\$679.46	\$203.84	\$883.29
Mendez, Ana Maria	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Moloney, Michael R	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Monjaraz, Benito	40.00	4	10.88	16.32	\$435.20	\$65.28	\$500.48
Moore, William	40.00	16	12.24	18.36	\$489.60	\$293.76	\$783.36
Nagel, Mark	40.00	0.75	16.98	23.97	\$639.20	\$17.08	\$657.18
Niceforo, Rosalises	40.00	16	10.54	15.81	\$421.60	\$252.96	\$674.56
Nunez, Antonia Sosa	24.00	0	14.61	21.91	\$350.56	\$0.00	\$350.56
Ocampo, Simon	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Ortega, Brenda	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
Parra, Roberto	40.00	16.25	10.54	15.81	\$421.60	\$258.91	\$678.51
Patino, Raquel	8.00	0	10.20	15.30	\$81.60	\$0.00	\$81.60
Rivera, Miguel	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Rivera, Roberto	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Rodriguez, Juan Francisco	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Rosas, Salvador	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Salenga, Analiza G	40.00	8	10.54	15.81	\$421.60	\$126.48	\$548.08
San Juan, Silvia	40.00	8	10.88	16.32	\$435.20	\$130.68	\$565.78
Sanchez, Maria Lourdes	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Santos, Alicia	40.00	16	10.54	15.81	\$421.60	\$252.96	\$674.56
Santos, Penny	16.00	0	10.54	15.81	\$168.64	\$0.00	\$168.64
Schwartz, Terry	40.00	6	15.10	22.64	\$603.84	\$135.86	\$739.70
Seidl, Patricia J	32.00	0	15.10	22.64	\$483.07	\$0.00	\$483.07
Stephens, Norman	40.00	8	11.56	17.34	\$462.40	\$138.72	\$601.12
Taboada, Maria	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Tint, Daw San	40.00	16	10.20	15.30	\$408.00	\$244.80	\$652.80
Valdes, Carlos	40.00	8	10.20	15.30	\$408.00	\$122.40	\$530.40
Webb, Eddie	40.00	8	16.99	25.48	\$679.46	\$203.84	\$883.29
	Reg Hours	OT Hours			Reg Bill	OT Bill	Total Bill
Total	2,441.50	550.50			28,151.74	9,338.55	37,490.29

Please Remit Payment To:

RMC f.b.o Eagle Personnel, Inc

P.O. Box 931974

Cleveland, OH 44193

****Please include the invoice number on your check

Thank You For Using Eagle Personnel!!!

Page 2 of 2

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding, Limited, Cleveland Ohio

A UCC-1 financing statement has been filed in your state to perfect this secured investment.

**Duraco Plastics**

1109 E Lake St

Streamwood, IL 60107

Attn: Kevin Lynch

Invoice #: 07-188-021

Date: 12/26/2007

Terms: 30 Days

Labor Invoice for Week Ending 12/23/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Alfaro, Eloy	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Andrade, Esther	37.00	0	10.20	15.30	\$377.40	\$0.00	\$377.40
Arteaga, Maria	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Avina, Jesus	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Avina, Maria	40.00	13.25	10.20	15.30	\$408.00	\$202.73	\$610.73
Ayala, Guadalupe	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Barnett, Bruce	40.00	0	11.56	17.34	\$462.40	\$0.00	\$462.40
Barrera, Alma	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Borjon, Yuridia	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Canales, Angelica	24.00	0	10.54	15.81	\$252.96	\$0.00	\$252.96
Carter, Howie L	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Chauhan, Kunjan	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Colin, Camilo	39.75	0	10.20	15.30	\$405.45	\$0.00	\$405.45
Dennis, Oscar	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Eichele, David	40.00	0	10.88	16.32	\$435.20	\$0.00	\$435.20
Garcia, Pedro	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Garcia, Ubaldo	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Gonzalez, Ana	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Gonzalez, Maria	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Jasso, Jose	16.00	0	10.54	15.81	\$168.64	\$0.00	\$168.64
Jimenez, Jose	23.76	0	10.20	15.30	\$242.25	\$0.00	\$242.25
Jimenez, Maribel	40.00	0.5	10.20	15.30	\$408.00	\$7.85	\$415.85
Johnson, Gwendolyn J	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
King, Oliver	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
Lagunas, Merced	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Leal, Daniel	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Lee, Cheryl	40.00	0	14.13	21.20	\$565.22	\$0.00	\$565.22
Leonard, Tammy	32.00	0	10.20	15.30	\$326.40	\$0.00	\$326.40
Maldonado, Eloisa	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Marin, Jose	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Marshall, Terrell	32.00	0	13.60	20.40	\$435.20	\$0.00	\$435.20
Martinez, Felicitas	24.00	0	10.20	15.30	\$244.80	\$0.00	\$244.80
Martinez, Paublino	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Marvel, Hermie	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
Mendoza, Guadalupe	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00

EXHIBIT

B-14

**Duraco Plastics**

1109 E Lake St
Streamwood, IL 60107
Attn: Kevin Lynch

Invoice #: 07-188-021
Date: 12/26/2007
Terms: 30 Days

Labor Invoice for Week Ending 12/23/2007

Employee Name	Reg Hours	OT Hours	Bill Rate	OT Rate	Reg Bill	OT Bill	Total Bill
Mazhary, Shahab Ahmed	36.00	0	16.99	25.48	\$611.51	\$0.00	\$611.51
Mendez, Ana Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Moloney, Michael R	40.00	0	14.13	21.20	\$566.22	\$0.00	\$566.22
Monjaraz, Benito	40.00	11	10.88	16.32	\$436.20	\$179.52	\$614.72
Moore, William	40.00	12	12.24	18.36	\$489.60	\$220.32	\$709.92
Nagel, Mark	40.00	0	15.98	23.97	\$639.20	\$0.00	\$639.20
Niceforo, Rosales	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Nunez, Antonia Sosa	40.00	12.25	14.61	21.91	\$584.26	\$268.39	\$852.65
Ocampo, Simon	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Ortega, Brenda	19.00	0	10.20	15.30	\$193.80	\$0.00	\$193.80
Parra, Roberto	40.00	0.5	10.54	15.81	\$421.60	\$7.91	\$429.51
Patino, Raquel	16.00	0	10.20	15.30	\$163.20	\$0.00	\$163.20
Rivera, Miguel	32.00	0	10.54	15.81	\$337.28	\$0.00	\$337.28
Rivera, Roberto	40.00	14	10.20	15.30	\$408.00	\$214.20	\$622.20
Rodriguez, Juan Francisco	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Rosas, Salvador	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Salenga, Analiza G	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
San Juan, Silvia	40.00	10	10.88	16.32	\$436.20	\$163.20	\$599.40
Sanchez, Maria Lourdes	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Santos, Alicia	40.00	0	10.54	15.81	\$421.60	\$0.00	\$421.60
Schwartz, Terry	40.00	0	15.10	22.64	\$603.84	\$0.00	\$603.84
Seidl, Patricia J	40.00	0	16.10	22.64	\$603.84	\$0.00	\$603.84
Stephens, Norman	15.50	0	11.66	17.34	\$179.18	\$0.00	\$179.18
Taboada, Maria	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00
Tint, Daw San	26.00	0	10.20	15.30	\$266.20	\$0.00	\$266.20
Valdes, Carlos	40.00	0	10.20	15.30	\$408.00	\$0.00	\$408.00

	Reg Hours	OT Hours		Reg Bill	OT Bill	Total Bill
Total	2,237.00	73.50		25,585.19	1,263.91	26,849.10

Please Remit Payment To:

RMC f.b.o Eagle Personnel, Inc

P.O. Box 931974

Cleveland, OH 44193

***Please include the invoice number on your check

Thank You For Using Eagle Personnel!!!

Page 2 of 2

All Proceeds of this invoice have been assigned to and are the property of Advance Payroll Funding, Limited, Cleveland Ohio

A UCC-1 financing statement has been filed in your state to perfect this secured investment

12/21/2007 16:50 6308377136

DURACO PRODUCTS

PAGE 01/01



Duraco Products, Inc.

December 21, 2007

Mr Al Garza
Eagle Personnel, Inc.

This letter is to verify Duraco's current accounts receivable aging with Eagle Personnel of \$453,202.41 as of December 21, 2007.

A check for \$45,611.13 and a check for \$47,375.87 will be paid on December 28, 2007
A check for \$48,620.45 will be paid on January 2, 2008

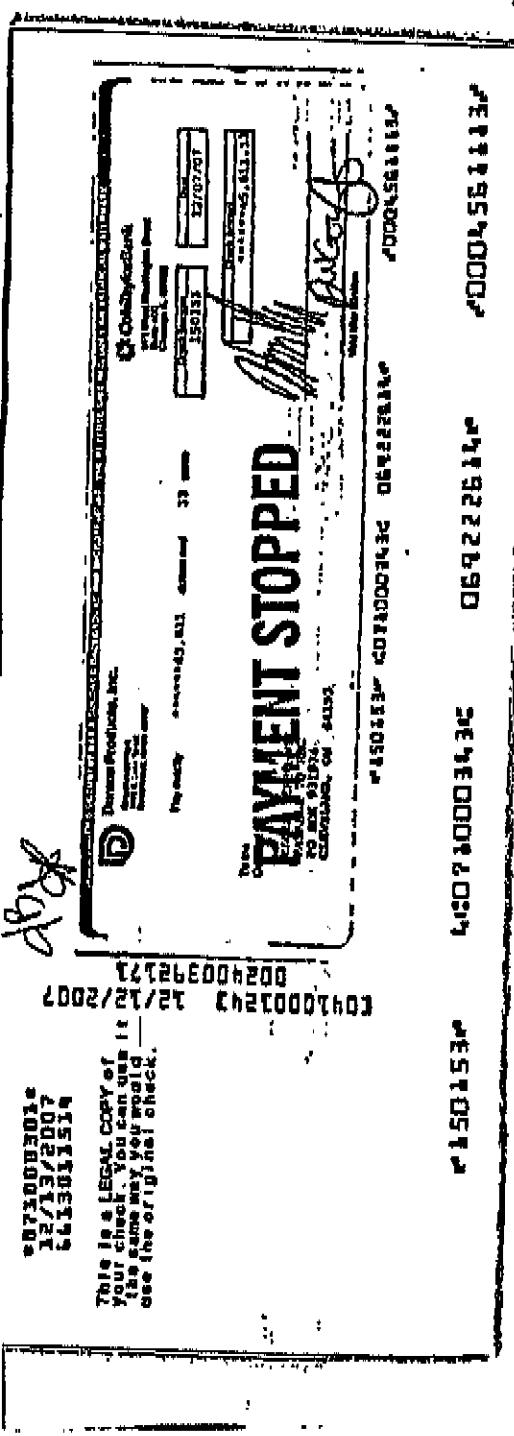
A handwritten signature in black ink that appears to read "RW Gory".

Henry W. Gory
Controller, Duraco Products, Inc.

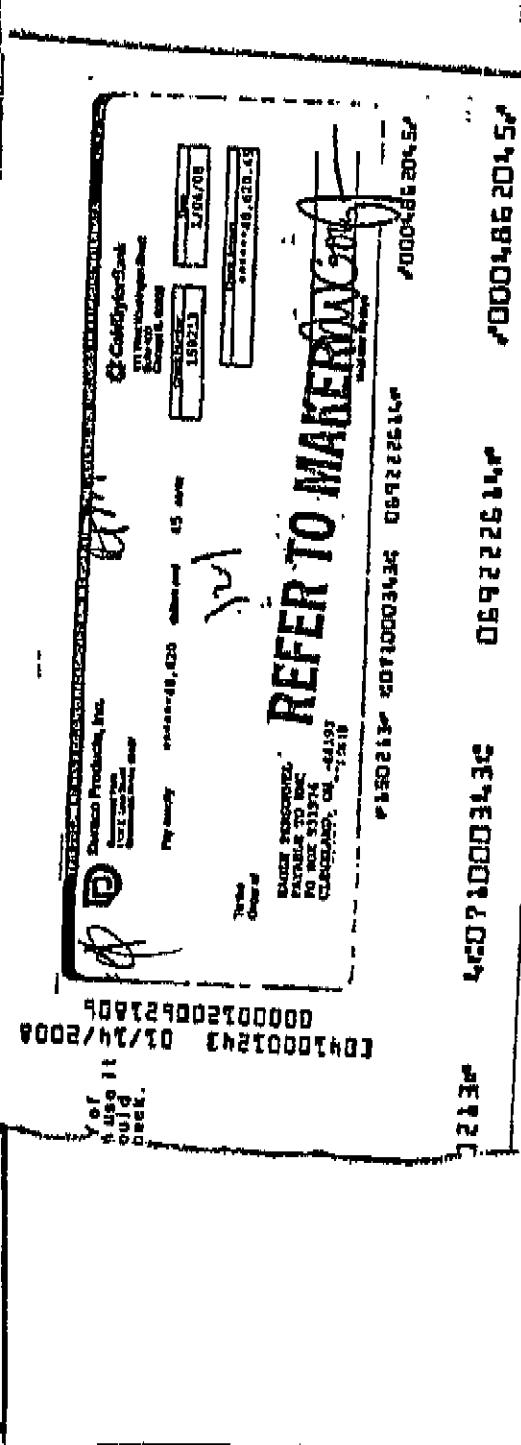


1109 East Lake Street • Streamwood, IL 60107-4395
630 637 6615 • Fax 630 637 7136 • 800 888 POTS • E-Mail pots@duraco.com



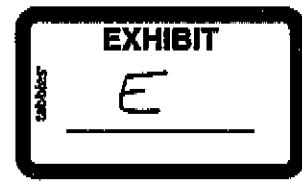
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Account # :	394937444	Account Name :		
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Original Location # :		Original Location Name :	545,611.13	
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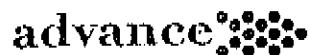
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Account # :	394937444	Account Name :	Location Name :	
Location # :		Original Location # :	Original Location Name :	
Original Location # :	150213	Check Amount :	\$48,620.45	
Check # :		TRIPS Sequence :	022637	
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2/13/2008





Eagle Personnel, Inc.

For date ending
1/30/2008

INVOICE #	DATE	Days	Detail Aging Analysis		Type, Funding	90-120	120+	Total						
			0-29	30-59										
<i>Advance Payroll Receivables</i>														
Duraco Plastics														
07-188-009-	10/3/2007	119				\$46,620.45								
07-188-010-	10/10/2007	112				\$34,878.12								
07-188-011-	10/16/2007	106				\$26,900.45								
07-188-012-	10/23/2007	99				\$26,712.28								
07-188-013-	10/31/2007	91				\$26,582.66								
07-188-014-	11/6/2007	85				\$24,564.22								
07-188-015-	11/13/2007	78				\$18,269.71								
07-188-015b-	11/19/2007	72				\$4,878.48								
07-188-016-	11/19/2007	72				\$26,383.25								
07-188-017-	11/28/2007	63				\$15,576.21								
07-188-018-	12/3/2007	58				\$31,860.20								
07-188-019-	12/11/2007	60				\$41,499.08								
07-188-020-	12/16/2007	43				\$37,490.29								
07-188-021-	12/26/2007	35				\$26,849.10								
Duraco Plastics		77				\$137,698.67	\$86,671.87	\$162,693.97						
						35.58%	22.39%	42.03%						
Eagle Personnel, Inc.		77				\$137,698.67	\$86,671.87	\$162,693.97						
						35.58%	22.39%	42.03%						
								100.000%						

EXHIBIT

F

February 1, 2008

Kevin P. Lynch
President, Duraco Products Inc
1109 East Lake Street
Streamwood, IL 60107-4395

Henry W. Gory
Controller, Duraco Products Inc
1109 East Lake Street
Streamwood, IL 60107-4395

Re: Eagle Personnel/Advance Payroll Funding Ltd
Payment of the \$387,064.51 owed

Gentlemen:

I have been advised of your company's failure to pay the above referenced debts owed to my client, Eagle Personnel, Inc. ("Eagle") with respect to the above referenced past due balance. As a reminder, my company, Advance Payroll Funding Ltd ("Advance") has an interest in this matter as we are the assignee on the accounts receivables owed to Eagle. Advance's Director of Operations Danny Goldstein has attempted numerous times to contact various employees at Duraco and has been provided assurances by Mr Gory that payment would be forthcoming on the above referenced balance. Since Mr Goldstein's initial contact, Advance has received no payments. Further, we have received checks from Duraco that were returned by our Bank; we take presentation of bad checks very seriously and view those actions on the part of Duraco as being in bad faith.

As Mr. Goldstein has advised Mr. Gory, the amount due Advance by your company is a significant exposure for us. Advance has little patience for any more of Duraco's broken promises and obvious stall tactics. In the event that the above referenced balance is not paid in full or a suitable and aggressive payment plan is not agreed upon by February 10, 2008, Advance will file suit against Duraco Products.

Advance appreciates your assistance and cooperation with regards to the resolution of this outstanding balance owed by Duraco Products to Advance. Please contact me upon receipt of this letter to discuss this matter further.

Very truly yours,

Jeremy L. Bilsky, Esq.
General Counsel
Advance Payroll Funding Ltd

Enclosures

